

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "Agreement") between Computer Methods International Corp., an Ontario Corporation, ("Licensor") 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 (as defined below).

SECTION 1: DEFINITIONS

1.1. The following definitions shall apply to this Agreement:

- (a) **"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.
- (b) **"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 the 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.
- (c) **"Products"** means the products identified on the Sales Order under the heading "Description" that are being licensed by Licensee. The Products are part of the overall Program.

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) for the number of users specified for each Product on the applicable Sales Order, subject to the terms and conditions of this Agreement and the applicable 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. 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 under which it protects its own 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; 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. Approximately sixty (60) days prior to the end of the Term and each Renewal Term (as defined below), if any, Licensor shall send Licensee an invoice that, if paid, will act to renew this Agreement for an additional term (each, a "Renewal Term"). Any Renewal Term shall be for a period of one (1) year or for an amount of time equal to the length of the Term, whichever is shorter. 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 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 the 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 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 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 in addition to the terms and conditions set out herein during the Renewal Terms. If this Agreement is terminated, the Sales Order shall be deemed terminated, as well.
- 4.3. The initial fees that the Licensee must pay to the Licensor for licensing the Products from the Licensor during the Term are as set out on the Sales Order. Other payment terms are also found on the Sales Order.
- 4.4. 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. Further, if Licensee does not pay for other services, including, but not limited to, training and programming, that are related to this Agreement or the Sales Order within the timeframe required for payment, 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 4.4. If Licensor suspends Licensee's access to the Products pursuant to this Section 4.4 during the Term or during a Renewal Term (as the case may be) and Licensee subsequently cures the failures or 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, 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).
- 4.5. Under no circumstances shall any amounts paid by Licensee to Licensor pursuant to this Agreement and/or the Sales Order be refunded to Licensee.
- 4.6. Sections 3.2, 3.3, 6, and 7 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://hikuuapp.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

- 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, in no case shall Licensor be liable for an 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.

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: NOTICES

- 8.1. Any notice due or to be given hereunder to Licensor shall be 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.

SECTION 9: MISCELLANEOUS

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.

- 9.4. This Agreement, the Sales Order, and any other documents referenced herein or therein may only be amended by a writing executed by both parties hereto.
- 9.5. 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.
- 9.6. 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.
- 9.7. The headings in this Agreement have been inserted for convenience only and are not to affect the interpretation of this Agreement.
- 9.8. 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.
- 9.9. 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.