

RESELLER TERMS AND CONDITIONS

I. Terms and Conditions of Sale.

1. These COMPAREX Canada Inc. (“COMPAREX”) Reseller Terms and Conditions as published on COMPAREX’s Web site located at comparex.ca (“COMPAREX Website”) at the time of sale, together with the applicable Software Vendor terms and conditions (“Software Terms and Conditions”) govern all purchase of Standard Software and related products and services (“Products”) by Customer (the “Agreement”), from COMPAREX, unless otherwise agreed in writing.
2. Customer is a person or legal entity purchasing Products by COMPAREX.
3. Standard Software means a software and documentation thereto, such as user guides and any other documentation, which is owned and/or licensed and made generally available by a third party (other than COMPAREX) and resold by COMPAREX to Customer on the basis of the then current Software Vendor Terms (“EULA”) under which Software Vendor grants the right to use such software to Customer.
4. Software Vendor means third party legal entity that develops and/or owns all or part of the Intellectual Property Rights in the Standard Software, documentation and/or Services and/or its distributors as specified in the relevant purchase orders and that has granted a license to COMPAREX in order to resell such Standard Software, documentation and/or Services to its customers.
5. Software Terms and Conditions means the then applicable standard terms and conditions of Software Vendor with regard to licensing of such Standard Software to Customer as well as the then applicable standard terms and conditions for maintenance and support services of Standard Software as applicable.

II. Scope of Application

1. These terms shall apply exclusively for Customer’s purchase of Products including but not limited to Standard Software. If the Customer is an entity, it has all legal right and ability to purchase the Products and utilize the Standard Software in accordance herewith.
2. These terms are an integral part of the purchasing agreements of Products and shall govern the conditions according to which COMPAREX provides the Standard Software and related products and services within the respective orders of the Customer, the offers made by COMPAREX, as well as order confirmations as part of the resale of the Standard Software and related products and services.
3. Any deviating terms and conditions of the Customer or changes and amendments to these terms shall only be valid if recognized by COMPAREX in writing. This shall also be true if the terms and conditions of the Customer have not been expressly contradicted.

III. Offer and Performance

1. Orders are offers by Customer to purchase Products subject to this Agreement. COMPAREX may decline any Order for any reason.
2. An Order shall only be deemed to be accepted by COMPAREX when COMPAREX issues to the Customer a written acceptance, acknowledgement or confirmation of the Order or (if earlier) COMPAREX supplies the Product to the Customer, at which point and on which date the contract (subject to the terms and conditions of this Agreement) shall come into existence.
3. The Standard Software is exclusively the Standard Software listed in the respective offer or the order confirmation according to the terms and conditions specified therein.

All additional deliveries, services and support by COMPAREX shall be arranged separately and are to be remunerated by the Customer as an additional amount. In this case, COMPAREX submits an extended or adjusted offer to the Customer. If the Customer does not reject the extended or adjusted offer within 2 weeks after receiving it, it shall count as having been accepted.

4. Should COMPAREX provide additional services free of charge, the Customer shall not be entitled to proper performance or other kind of warranty.
5. Title and risk of loss transfer to Customer upon delivery of Products to the carrier. Shipment and transportation cost will be borne by Customer, unless otherwise agreed in the purchase documents. Within five days of delivery Customer must provide detailed notification to COMPAREX of any visible damage, otherwise the delivery shall be regarded as accepted by the Customer.
6. COMPAREX shall be permitted to appoint subcontractors to carry out contractually stipulated services. The responsibility of COMPAREX for rendering the contractual services shall not be affected by this. For the avoidance of doubt, the sale of any maintenance and support services related to Standard Software as provided by Software Vendor shall not constitute the subcontracting of services by COMPAREX, but merely the resale of services of the Software Vendor and as such is provided by COMPAREX on an AS-IS/WHERE-IS basis.
7. COMPAREX shall perform all services in accordance with industry standard.
8. Events that are unforeseeable, unavoidable, or outside the control of COMPAREX, such as force majeure, shall release COMPAREX from its contractual obligations for their duration (e.g. delivery fault and/or delay of Software Vendors). Agreed service deadlines shall be extended

by the duration of the disturbance; the Customer will be informed of the onset of the disturbance in an appropriate manner. Should the end of the disturbance be unforeseeable or if it lasts for more than a month, each contractual party shall have the right to terminate the Agreement or withdraw. This shall apply accordingly if said circumstances occur for a subcontractor of COMPAREX.

IV. Information Rights

1. All user rights of the delivered Standard Software shall be granted to the Customer only by the respective Software Vendor. The applicable Software Terms and Conditions shall usually be provided to the Customer from the Software Vendor with the Standard Software. The Customer acknowledges that COMPAREX is not a holder of intellectual property regarding the Standard Software, and therefore has not granted and cannot grant the Customer any license to the Standard Software in its own name. The Customer is only entitled to the rights which are associated with the licenses and their transfer and which are granted by the Software Vendor.
2. Customer shall have a limited non-exclusive, non-transferable license to use all materials created by COMPAREX as a result of performing services under this Agreement. COMPAREX shall have all right, title and interest, including copyright and patent rights with respect to, and shall be free to use a) materials created by COMPAREX prior to performing services under this Agreement; b) concepts, techniques, know-how, practices, methodologies, refinements to methodologies, processes, and/or procedures used and developed under this Agreement (collectively, the "Independent IP"). COMPAREX hereby grants to Customer the right and limited license to use (including the rights to copy, duplicate, modify, perform and all other relevant use

rights) Independent IP solely in connection with the services (and not with any right to sublicense), including to the extent required after expiration of the Agreement. Subject to the obligations of confidentiality provided herein, COMPAREX shall continue to be free to perform similar services for its other Customers using its general knowledge, skills and experience.

3. Customer may not alter or modify the Standard Software in any way or combine the Standard Software with any other product or material not authorized by COMPAREX and the applicable Software Vendor. All Standard Software delivered to Customer may have additional restrictions on their distribution or use. Customer is solely responsible for ensuring its adherence to any and all such restrictions.
4. Customer grants COMPAREX, and its affiliates, permission to use, to permit access to, and to disclose Customer's confidential or identifying information among COMPAREX and its affiliates, and to their respective agents, contractors, auditors, attorneys and debt collection firms, who have an obligation to protect such information, for the purpose of satisfying its obligations and exercising its remedies arising under this Agreement or any other contract between Customer and COMPAREX.

V. Customer Obligations

1. The Customer shall cooperate with COMPAREX. Such obligation shall enable COMPAREX to duly render services or provide Standard Software and/or other Products to Customer. The Customer is obliged to provide COMPAREX with the necessary access, in particular to systems, interfaces, databases, individual as well as Standard Software, programs, and other data sources, free of charge, without limitation, and in a timely fashion, and, to the extent needed, the Customer shall grant

COMPAREX the corresponding access licenses and also provide free access to ready-to-use rooms and work stations, including telephone, Internet access, and the necessary development environment with the required number of terminals and other auxiliary means within the scope of customary working periods and the operational access policy.

2. The Customer shall provide COMPAREX with all the information needed in a timely fashion so that COMPAREX is enabled to fulfil its contractual obligations. The Customer has to inform COMPAREX without delay of all known events, circumstances, and changes that are capable of adversely affecting the rendering of the service or providing of Standard Software.
3. COMPAREX shall not be obligated to verify the quality or accuracy of the Customer's participation performance nor the correctness or completeness of the information provided by the Customer. On request, the Customer shall provide COMPAREX with written confirmation as to the correctness and completeness of the information and/or documents he/she/it has submitted.
4. If any delays and/or additional expenses arise due to improper or tardy participation and/or provision by the Customer, COMPAREX – notwithstanding legal rights – shall be permitted to demand changes to a potentially agreed schedule and the agreed-upon remuneration. Should this be the case, the currently valid prices of COMPAREX shall be applicable for remunerating the additional expenses.

VI. Prices, tax, payment terms

1. The consideration for the Products is determined in the COMPAREX offer or order confirmation. Agreed prices are subject to change without notice in case of price increase by the Software Vendor.

2. The prices are in Canadian dollars and do not include any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction, including for greater certainty, any Provincial Sales Tax ("PST"), Goods and Services Tax ("GST"), Quebec Sales Tax ("QST"), or, as applicable, Harmonized Sales Tax ("HST").
 3. Sales tax is based on the ship-to address and will be charged in jurisdictions where the respective service is taxable and where COMPAREX is registered.
 4. Federal excise provincial or local taxes, if any, will be added to the net catalog or quoted prices and will be shown as a separate item upon invoices.
 5. All applicable taxes will be paid by Customer, unless Customer provides COMPAREX with appropriate tax exemption certificates and if Customer requests that COMPAREX ships products to Customer's end-customer, Customer must provide COMPAREX with a valid resale certificate or other valid exemption certificate for its end-customer, and Customer hereby indemnifies COMPAREX for all taxes, costs, fees, expenses, penalties, and other charges if Customer cannot provide adequate evidence that it remitted the applicable sales tax to the destination province.
 6. Customer is responsible to the relevant authority(s) in which Customer is located for the direct payment of sales tax or use tax, including any GST, PST, QST or HST, if applicable. COMPAREX reserves to validate the exemption certificate at its own discretion. In case of doubts, COMPAREX may ask for additional evidence and/or contact authorities for confirmation of the exemption. In these cases, Customer entitles COMPAREX to charge sales tax in a first instance. Customer is obliged to pay this sales tax. Upon validation or official confirmation of the exemption certificate, COMPAREX issues a credit note in the amount of the charged sales tax.
 7. All COMPAREX invoices shall be immediately due and payable without a discount as of the invoice date, unless the offer by COMPAREX or the order confirmation or the invoice indicates a term of payment.
 8. Any objections of the Customer with regard to invoices issued by COMPAREX are to be made in writing within 10 days of the invoice being received. After the aforementioned deadline, the respective invoice shall be regarded as accepted by the Customer.
 9. The Customer shall only be entitled to withhold payments or offset payments with counterclaims to the extent that the Customer claims are undisputed or legally binding.
- VII. Returns.
1. Customer must obtain a valid return authorization number ("RMA") from COMPAREX for all returns prior to returning Product. COMPAREX has no obligation to issue RMAs. Customer is responsible for ensuring that the RMA is clearly visible on the address label of the Product packaging and for complying with all other COMPAREX requirements provided to Customer, when the RMA is issued. COMPAREX may refuse delivery of any package without a valid, clearly visible RMA. Credit, if any, will be provided for Product returned in accordance with COMPAREX's return policies at the time the RMA was issued, provided Customer is not in breach of any of the Agreement.
 2. If Customer returns any Products without COMPAREX's authorization or does not comply with COMPAREX's return requirements, those Products may be subject to return to the shipping location and, if refused, COMPAREX may consider the Products abandoned and dispose of them, without crediting Customer's account.

VIII. Warranty

1. Product warranties, if any, are provided by the relevant Software Vendor or any other relevant manufacturer. COMPAREX EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER. ALL PRODUCTS AND INFORMATION ARE PROVIDED TO CUSTOMER "AS IS." To the extent authorized, COMPAREX will pass through to Customer any transferable Product warranties, indemnities, and remedies provided to COMPAREX by the Software Vendor, if any, including any warranties and indemnities for intellectual property infringement. Customer's sole remedy is limited to COMPAREX reasonably assisting Customer in its efforts to obtain that the Software Vendor either: replace the Product; repair the Product; or refund Customer's purchase price for the Product. COMPAREX warrants value-added work performed by COMPAREX on Standard Software for 30 days from invoice date.
2. COMPAREX IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER, ITS AFFILIATES OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIMS FOR BREACH OF SECURITY, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THE MANUFACTURE, SALE OR USE OF THE PRODUCTS BY CUSTOMER OR ITS VENDORS. Customer warrants that it has all necessary legal rights to all intellectual property provided by Customer to COMPAREX. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPAREX AND ITS

VENDORS FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, COST OR EXPENSE ARISING FROM: (A) CUSTOMER'S USE, MARKETING, DISTRIBUTION OR SALE OF PRODUCTS IN A MANNER OTHER THAN SPECIFIED IN PRODUCT/SERVICE DESCRIPTIONS OR SPECIFICATIONS; (B) COMPAREX'S OR ITS VENDOR'S COMPLIANCE WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY CUSTOMER; OR (C) CUSTOMER'S BREACH OF THESE SALES TERMS.

IX. Liability

1. COMPAREX will have no liability for failure to allocate or reserve any Product for Customer or for failure to deliver Products within a specified time period. CUSTOMER AGREES THAT COMPAREX'S LIABILITY FOR DAMAGES ARISING UNDER THE TERMS OF THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES AND WILL NOT EXCEED THE LOWER OF CDN\$500,000 OR THE NET AMOUNT PAID TO COMPAREX BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. EXCEPT FOR INDEMNITY OBLIGATIONS AND BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA OR SECURITY BREACH OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT, OR ANY PRODUCTS OR INFORMATION, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES.

THE PARTIES EXPRESSLY WAIVE ALL CLAIMS FOR THOSE DAMAGES.

2. Customer shall be responsible for backing up the data regularly. Liability for the loss of data by COMPAREX in case of provision of storage, cloud services shall therefore be limited to the work involved for reproducing it when the data is regularly backed up in line with the risk involved.

X. Indemnification

1. COMPAREX shall indemnify the Customer at its own expense of all third-party claims which have as their object an injury to the rights of third parties and which are based upon the gross negligence or willful misconduct of COMPAREX. This obligation to indemnification shall apply subject to the conditions that the Customer (i) informs COMPAREX immediately of any such claims by third parties, (ii) transfers the complete control over the defense of such claims to COMPAREX, (iii) makes available to COMPAREX all of the information necessary for defense against such claims, and (iv) makes its best efforts to support COMPAREX in the defense of such claims. If the Customer discontinues the use for reasons of damage reduction or for cause, the Customer is obliged to inform the third party that recognition of the alleged violation of property rights is not connected with the discontinuation of use.
2. If the Customer is itself responsible for the violation of the rights of third parties, claims against COMPAREX are excluded.
3. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD COMPAREX, ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE DIRECTORS, OFFICER, EMPLOYEES AND AGENTS HARMLESS FROM ANY LOSS, CLAIM, COST, EXPENSE OR DAMAGE (INCLUDING PAYMENT OF REASONABLE ATTORNEY'S FEES) SUFFERED OR INCURRED BY ANY OF THEM AND/OR FOR WHICH ANY OF

THEM MAY BE LIABLE TO ANY THIRD PARTY DUE TO, ARISING FROM OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY: (i) ANY VIOLATION OF LAW, NEGLIGENCE, OMISSION OR INTENTIONAL MISCONDUCT ON THE PART OF THE CUSTOMER, ITS SERVANTS, AGENTS, OR EMPLOYEES, (ii) CUSTOMER'S USE OF THE PRODUCTS, (iii) THE BREACH OF ANY PROVISION OF THIS AGREEMENT OR THE SOFTWARE TERMS AND CONDITIONS, and (iv) ANY INFRINGEMENTS OR ALLEGED INFRINGEMENT OF PATENTS, TRADEMARKS, COPYRIGHT, DESIGN RIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OCCASIONED BY ANY MODIFICATIONS TO THE PRODUCT CONDUCTED BY CUSTOMER.

XI. Survival.

1. No termination of this Agreement will affect any rights or obligations of either party: (i) which are vested pursuant to this Agreement as of the effective date of such termination; or (ii) which, by their sense and context are intended to survive completion of performance or termination of this Agreement, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.

XII. Confidentiality

1. The contractual parties are not authorized to disclose any confidential information ("Confidential Information") to third parties that they received from the respective other contractual party without that contractual party's consent. All information shall be deemed "Confidential", unless it is specifically identified by the disclosing contractual party as "Non-Confidential", or the information which must, upon a

reasonable consideration of its nature, be classified as confidential. This applies in particular to all information about technical developments, personal, economic, organizational or fiscal circumstances and other industrial or business secrets of the disclosing contractual party, its employees and partners as well as any individual compensation, reimbursement, discount or other procurement terms of the disclosing contractual party.

2. The confidentiality requirement does not exist for Confidential Information disclosed to COMPAREX affiliates and/or for Confidential Information, if the recipient can adequately show that: (a) the Party was already familiar with this information prior to the conclusion of the present Agreement, (b) this information is or will be public knowledge without a violation of this Agreement, (c) the Party legally obtained this information from a third party or (d) this information was developed by one of the contractual parties without the utilization of Confidential Information or the participation of individuals who had access to Confidential Information.
3. All Confidential Information remains the property of the respective disclosing contractual party. None of the contractual parties shall gain any rights to the Confidential Information of the respective other contractual party. At the end of this Agreement, the contractual parties shall refrain from using the Confidential Information and shall return or destroy all Confidential Information, informing the respective contractual party upon request that this has been done.

XIII. Miscellaneous

1. Customer shall not assign or otherwise transfer this Agreement or any advantages, rights or obligations resulting from this Agreement without the prior written consent of COMPAREX. COMPAREX shall have

the right to assign the Agreement without Customer's consent.

2. Subsidiary agreements, assurances, and other agreements must be in written form to be effective. All changes and amendments, particularly verbally arranged changes and decisions, must be in written form to be effective. Written confirmation of changes or amendments may only be carried out by authorized representatives of the contractual parties.
3. This Agreement is to be interpreted, construed and enforced in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard for conflict of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the province of Ontario.
4. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law.
5. The parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et

autorisations s'y rattachant, soient rédigés
en langue anglaise seulement.