

SOFTWARE END USER LICENCE AGREEMENT

IMPORTANT! PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THIS SOFTWARE. ALLYANT PROVIDES THIS SOFTWARE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND SOLELY ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY EXECUTING A WRITTEN ORDER AND USING THIS SOFTWARE, YOU: (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU WILL BE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, CAN FORM A LEGAL AGREEMENT, AND HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO AND TO COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT; AND (II) IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY: (A) THE COMPANY OR OTHER LEGAL ENTITY IS DULY ORGANIZED, VALIDLY EXISTING AND IN GOOD STANDING UNDER THE LAWS OF ITS JURISDICTION OR ORGANIZATION; (B) YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY OR OTHER LEGAL ENTITY; AND (C) YOU HAVE THE RIGHT, POWER, AND LEGAL AUTHORITY TO BIND SUCH COMPANY OR LEGAL ENTITY TO THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL OR OTHERWISE USE THIS SOFTWARE.

This Software End User Licence Agreement (this “**Agreement**”) is a binding agreement between the applicable Allyant Contracting Party specified in Section 1(a) below (“**Allyant**”) and you or the entity you represent (“**you**” or “**your**”, and together with Allyant, the “**Parties**”, and any one of them, a “**Party**”).

1. Definitions.

- (a) “**Allyant Contracting Party**” means:
 - (i) where you are Canadian resident, T-Base Communications Inc d/b/a Allyant, a corporation incorporated under the federal laws of Canada; and
 - (ii) in all other cases, Netcentric Technologies Inc. d/b/a Allyant, a corporation incorporated under the laws of the State of Delaware.
- (b) “**Confidential Information**” has the meaning set forth in Section 4(a).
- (c) “**Documentation**” means Allyant’s user manuals, handbooks, and installation guides relating to the Software provided by Allyant to you either electronically or in hard copy form/end user documentation.
- (d) “**Evaluation Software**” has the meaning set forth in Section 5(b).
- (e) “**Software**” means the software that Allyant licenses to you pursuant to this Agreement, including CommonLook PDF, CommonLook Office, CommonLook Validator, CommonLook Clarity, CommonLook Dynamic, CommonLook AI, and CommonLook Velocity and any updates or supplements thereto, or any add-on or Internet-based services components thereof, which Allyant provides or makes available to you from time to time.

2. License.

- (a) License Grant. Subject to and conditional on your strict compliance with all terms and conditions set forth in this Agreement, Allyant hereby grants to you a non-exclusive, non-sublicensable, and non-transferable limited licence to use the Software and Documentation, solely to:
- (i) install in accordance with the Documentation one copy of the Software on one computer that you own, lease, or control;
 - (ii) use and make one archival copy of the Software and Documentation solely for back-up, disaster recovery, and testing purposes, provided that you: (A) affix to such copy, all copyright, confidentiality, and proprietary notices that appear on the original; and (B) do not allow any person to install or use any such copy, unless an installed copy of the Software is inoperable and that you uninstall and otherwise delete such inoperable copy; and
 - (iii) use and run the Software, as properly installed in accordance with this Agreement, solely: (A) in accordance with the Documentation; (B) for your internal business purposes; (C) on the computer on which the Software is installed, at the physical location thereof, and not via any remote access or other network; and (D) in accordance with any additional licensing requirements applicable to your use of the Software, including, but not limited to, any limitations on the number of pages that you may process through your use thereof.
- (b) Use Restrictions. Notwithstanding anything to the contrary under this Agreement, in respect of the Software and/or Documentation, you will not, directly or indirectly:
- (i) use the Software or Documentation beyond the scope of the license granted under Section 2(a), including, without limitation, in a manner that exceeds any limitations that have been imposed on you under any applicable licensing requirements relating to your use of the Software;
 - (ii) copy, modify, or create derivative works of any portions of the Software or the Documentation;
 - (iii) rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software (or any feature or functionality thereof) or the Documentation to any third party person, or otherwise use the Services (or any feature or functionality thereof, including, to produce outputs therefrom) for or on behalf of a third party, including, without limitation, in connection with the internet or any web hosting, or on a virtualized, time-sharing, service bureau or software as a service basis;
 - (iv) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
 - (v) attempt to remove, disable, bypass, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features of the Software;

- (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
 - (vii) remove, obscure, or otherwise change any copyright, confidentiality, and proprietary notices or serial numbers on or relating to the Software or the Documentation, or any copy thereof; or
 - (viii) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (c) Use of Online Services. You acknowledge that your use of the Software may require the use of the internet and websites and/or systems that are hosted and maintained by or on behalf of Allyant, including, without limitation, to obtain updates, upgrades, bug fixes or other error corrections to the Software. To the extent that the Software requires an internet connection, you will be solely responsible for, and Allyant will not be liable for, your connection.
3. Intellectual Property Ownership. You agree that, as between the Parties, all rights, title and interests (including intellectual property rights) in and to the Software and Documentation will remain with Allyant, and, except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants (by implication, waiver, estoppel, or otherwise) to you or any other third party any intellectual property rights or license, or any other rights, title, or interests, in or to the Software or Documentation.
4. Confidential Information.
- (a) Confidential Information. Any information about Allyant’s business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, or other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as “confidential” which Allyant discloses or makes available to you, or to which you otherwise have access, pursuant to this Agreement (collectively, “**Confidential Information**”), will be deemed to be the Confidential Information of Allyant. Notwithstanding the foregoing, the term “Confidential Information” excludes any information that is: (i) in the public domain; (ii) was rightfully known by you, without restriction on use or disclosure, prior to Allyant disclosing or making available such information to you in connection with this Agreement; (iii) was received by you on a non-confidential basis from a third party that was not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was independently developed by you without reference to or use of any Confidential Information.
 - (b) Protection of Confidential Information. During the Term, and for a period of two years thereafter (except, in respect of any Confidential Information that constitutes a trade secret under applicable law, which will continue until such time, if ever, as such Confidential Information ceases to qualify for such trade secret protection, other than as a result of your act or omission), you will:
 - (i) only access and use Confidential Information to the extent necessary to exercise your rights or perform your obligations under this Agreement;

- (ii) not disclose any Confidential Information to any third party person or entity, except to those third parties with a need to know, solely to the limited extent required for you to exercise your rights or perform your obligations hereunder, and provided that: (A) you have informed such third parties of the confidential nature of the Confidential Information any of your obligations under this Section 4; and (B) you have ensured that such third party is bound by confidentiality obligations that are at least as stringent as the terms set forth in this Section 4;
 - (iii) safeguard Confidential Information from unauthorized use, access or disclosure, using at least the degree of care that you use to protect your own similarly sensitive information, and in no event less than a commercially reasonable degree of care; and
 - (iv) promptly notify Allyant of any unauthorized use, access or disclosure of Allyant's Confidential Information.
- (c) Compelled Disclosure. Notwithstanding the foregoing, if you are compelled by an order of a court of competent jurisdiction or any other governmental body to disclose any Confidential Information, then, to the extent permitted under applicable law, you will promptly notify, prior to making any disclosure, to Allyant such requirement so that Allyant can seek a protective order or other remedy and provide reasonable assistance to Allyant in opposing such disclosure or seeking a protective order or other remedy. Allyant recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor

5. Limited Warranties and Warranty Disclaimer.

- (a) 90 Day Warranty. Subject to Section 5(b), Allyant warrants that for a period of ninety (90) days from the date on which Allyant delivers the Software to you or you download the Software, the Software will substantially contain the functionality described in the Documentation and, when properly installed on a computer that meets the minimum specifications required, will substantially perform in accordance with the Documentation. The foregoing warranties do not apply, and Allyant expressly disclaims all conditions and warranties in respect of any third party materials that may be used with, integrated into or otherwise embodied in the Software.
- (b) Exceptions on Warranty. In respect of CommonLook Validator and any other Software that Allyant licenses, provides or otherwise makes available for free or on an evaluation basis (collectively, the "**Evaluation Software**"), you acknowledge and agree that the warranty set out in Section 5(a) does not apply to such Software. Further, you acknowledge and agree that, in respect of such Software, Allyant has no obligation under this Agreement to provide any maintenance, support or other services relating to such Software.
- (c) Inapplicability Following Breach. The warranties set forth in Section 5(a) do not apply and become null and void if you breach any provision of this Agreement, or if you, or any person provided access to the Software by you, whether or not in violation of this Agreement:
 - (i) install or use the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Allyant in writing;

- (ii) modify or damage the Software; or
 - (iii) misuse the Software, including, but not limited to, any use of the Software other than as specified in the Documentation or expressly authorized by Allyant in writing.
- (d) Exclusive Remedies. In the event of a breach of Allyant's warranty under Section 5(a), your exclusive remedy and Allyant's entire liability under this limited warranty will be, at Allyant's option, either: (i) repair or replacement of the Software, provided that you provide Allyant with all information that Allyant requests to resolve the reported failure; or (ii) refund of the fees paid for the Software, subject to you ceasing all use of and your removal of any copies of the Software.
- (e) Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT CONDITION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALLYANT EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ALLYANT PROVIDES NO CONDITION, WARRANTY, OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
6. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ALLYANT BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (A) ANY: (I) USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; (II) LOST REVENUES OR PROFITS; (III) DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; (IV) LOSS OR CORRUPTION OF DATA; (V) LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; (VI) FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; (VII) FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; (VIII) SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; (IX) BREACHES IN SYSTEM SECURITY; OR (B) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, IN EACH CASE WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ALLYANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF ALLYANT, UNDER THIS AGREEMENT OR IN RELATION TO THE SUBJECT MATTER HEREUNDER, AND

UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE FEES PAID BY YOU IN RESPECT OF SUCH SOFTWARE IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM (AND, IN THE CASE OF THE EVALUATION SOFTWARE, USD\$10). THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

7. Export Regulation/Restricted Rights. The Software and Documentation may be subject to U.S. and Canadian export control laws. You shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules and complete all required undertakings (including, but not limited to, obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside Canada. The Software and the Documentation have been developed at private expense and are sold commercially. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediate buyers will obtain only those rights specified in Allyant's standard commercial license. Thus, the Software referenced herein, and the Documentation provided by Allyant hereunder, which are provided to any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations.
8. Term and Termination.
 - (a) Term. This Agreement and the licence granted hereunder shall remain in effect until terminated as set forth herein.
 - (b) Termination. In addition to any other express termination right set forth in this Agreement:
 - (i) you may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation;
 - (ii) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Allyant shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer; or
 - (iii) Reserved.
 - (c) Effect of Termination. Upon termination of this Agreement, you shall cease using and delete, destroy, or return all copies of the Software and Documentation and, upon Allyant's written request, certify in writing to Allyant that all copies of the Software and

Documentation has been deleted or destroyed within 30 days following your receipt of such request.

- (d) Survival. Sections 3 (Intellectual Property Ownership), 4 (Confidential Information) 5(e) (Disclaimer), 6 (Limitation of Liability), 7 (Export Regulation), 8(d) (Survival) and 9 (Miscellaneous), and any other rights or obligations under this Agreement that, by its nature, should survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

9. Miscellaneous

- (a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- (b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
 - (i) upon receipt by the receiving Party, and
 - (ii) if the Party giving the notice has complied with the requirements of this Section.
- (c) Force Majeure. In accordance with GSAR Clause 552.212-4(f), in no event shall either Allyant be liable to you or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Allyant's reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, explosion, epidemics, pandemics, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including, but not limited to, imposing an embargo.
- (d) Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- (e) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- (f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (g) Governing Law. This Agreement is governed by the Federal laws of the United States, without giving effect to any choice or conflict of law provision or rule
- (h) Assignment. You may not assign or transfer any of its rights or delegate any of the obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Allyant. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and enures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- (i) Reserved.
- (j) Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (k) Language. The Parties have expressly required that this Agreement and all related documents, including notices and other communications, be drafted in the English language only. *Les Parties ont expressément exigé que la présente convention ainsi que tous les documents qui s'y rattachent, incluant les avis et les autres communications, soient rédigés en langue anglaise seulement.*