IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING

DO NOT USE, INSTALL OR LOAD THIS SOFTWARE AND ANY ASSOCIATED MATERIALS (COLLECTIVELY, THE "SOFTWARE") UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. BY LOADING, INSTALLING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE, INSTALL OR LOAD THE SOFTWARE.

COLLABWARE CLM SOFTWARE LICENSE AGREEMENT
(CLM002 01/01/2016)

1. **Permitted License Uses and Restrictions.** You may install, use, access, display and run one copy of the Software on a single computer, such as a server, workstation, terminal or other device ("Server Computer"). The right to use additional copies of the Software requires that you purchase additional licenses. Your rights pursuant to this license may be further restricted pursuant to any terms that were applicable at the time of purchase.

2. Restrictions on Use. You may not copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software. You may not reverse engineer, decompile, or disassemble the Software. The Software may include portions offered on terms in addition to those set out here, as set out in a license accompanying those portions.

3. **Additional Software.** This License applies to updates, supplements, add-on components, or Internet-based services or components of the Software that Collabware may provide to you or make available to you after the date you obtain your initial copy of the Software, unless Collabware provides other terms along with the update, supplement, add-on component, or Internet-based services components.

4. **Reservation of Ownership of Intellectual Property.** Title to all copies of the Software remains with Collabware or its suppliers. The Software is copyrighted and protected by the laws of your country and by international treaty provisions. You may not remove any copyright notices from the Software. Collabware may make changes to the Software at any time without notice. Collabware is not obligated to support or update the Software. Except as otherwise expressly provided, Collabware grants no express or implied right under Collabware patents, copyrights, trademarks, or other Collabware intellectual property rights.

5. **Consent to Use of Data.** You agree that Collabware and its subsidiaries may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals to facilitate the provision of software updates, product support and other services to you (if any) related to the Software and to verify compliance with the terms of this License. Collabware collects only anonymous data and does not collect personally or infrastructure identifiable information.

6. **LIMITED MEDIA WARRANTY.** IF THE SOFTWARE HAS BEEN DELIVERED BY COLLABWARE ON PHYSICAL MEDIA, COLLABWARE WARRANTS THE MEDIA TO BE FREE FROM MATERIAL PHYSICAL DEFECTS FOR A PERIOD OF NINETY (90) DAYS AFTER DELIVERY BY COLLABWARE. IF SUCH A DEFECT IS FOUND, RETURN THE MEDIA TO COLLABWARE FOR REPLACEMENT OR ALTERNATE DELIVERY OF THE SOFTWARE AS COLLABWARE MAY SELECT. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES ON THE MEDIA ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL RETAIL PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY

ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

7. **EXCLUSION OF OTHER WARRANTIES.** EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COLLABWARE DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN OR LINKED TO BY THE SOFTWARE.

8. **LIMITATION OF LIABILITY.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COLLABWARE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COLLABWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL COLLABWARE' TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (US$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

9. **User Submissions.** You agree that any material, information or other communication you transmit or post to a Collabware website or provide to Collabware will be considered non-confidential and non-proprietary ("Communications"). Collabware will have no obligations with respect to the Communications and you agree that title to any such Communications will be shared with Collabware. You agree that Collabware and its designees are free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein, including derivative works, for any and all commercial or non-commercial purposes.

10. **Termination.** Collabware may terminate this Agreement at any time if you violate its terms. Upon termination, you will immediately cease using and destroy the Software or return all copies of the Software to Collabware. Additionally, Collabware may suspend your use of the Software without further notice if you have not paid any applicable renewal fee within thirty days of such renewal fee becoming due.

11. **Software Transfer.** You may move the Software to a different computer. After the transfer, you must completely remove the Software from the former computer. The initial user of the Software may make a one-time permanent transfer of this License and Software to another end user, provided the initial user retains no copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, and this License). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the terms of this License and any additional terms applicable at the time this License was acquired.

12. **Applicable Laws and General Provisions.** This license is governed by and shall be interpreted in accordance with the laws of Canada and British Columbia, excluding its principles of conflict of laws and the United Nations *Convention on Contracts for the International Sale of Goods*, which is expressly excluded. All disputes and claims of whatever

nature shall be adjudicated by a court of competent jurisdiction in British Columbia. You may not export the Software in violation of applicable export laws and regulations. Collabware is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Collabware. This License constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. To the extent the terms of any Collabware policies or programs for support services conflict with the terms of this license, the terms of this license shall control. If any provision of this license is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

13. **Government and Restricted Rights.** The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States of America Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. Use of the Software by the Government constitutes acknowledgment of Collabware's proprietary rights therein. Contractor or Manufacturer is Collabware Systems Inc., 1188 West Georgia Street, Suite 1050, Vancouver, B.C., V6E 4A2.