



SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") covers all materials associated with **TIFF Image Printer 12**.

THIS SOFTWARE LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN PEERNET INC ("THE LICENSOR") AND INDIVIDUAL OR ENTITY LICENSING THE SOFTWARE ("THE LICENSEE") AND IS EFFECTIVE ON THE DATE THAT THE SOFTWARE IS DELIVERED TO THE LICENSEE.

PRINTED BELOW IN ITS ENTIRETY IS THE SOFTWARE LICENSE AGREEMENT GOVERNING THE LICENSEE'S USE OF THE SOFTWARE. PLEASE READ THE SOFTWARE LICENSE AGREEMENT CAREFULLY.

THE LICENSOR IS ONLY WILLING TO LICENSE THE ENCLOSED SOFTWARE TO YOU, THE LICENSEE, UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THE LICENCE AGREEMENT PRINTED BELOW.

PLEASE READ THE TERMS CAREFULLY BEFORE INSTALLING THE SOFTWARE. BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, THE LICENSEE IS CONSENTING TO BE BOUND BY ALL OF THE TERMS OF THIS LICENSE AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS, DO NOT INSTALL OR USE THE SOFTWARE.

"Computer" includes and is not limited to personal computers, workstations, virtual machines servers and any other computing device installed with the Software.

"License Adjustment" means the Licensor-approved re-activation of the Software on the Licensee's computer other than that which the Software was previously installed for the Licensee.

"License Fee" means payment made by the Licensee for the Software at the time of the order.

License Fee is often combined with a Subscription Fee.

"Online Account" means an account set up by the Licensee on the Licensor's website. The Online Account is set up using an email address provided by the Licensee. The Online Account contains the purchased software download, serial number, invoice and related information. All notices and information are delivered to the email address associated to the Online Account.

"One-Time Fee" means payment made by the Licensee for the one-time build of Software at the time of the order.

"Purchase Documents" include and are not limited to the order confirmation email and invoice.

"Price List" means Licensor's standard fee schedule that is in effect when a license or other products or services are ordered by the Licensee.

The Price List can consist of a License Fee, One-Time Fee and Subscription Fee or combination of such and not limited to one.

"Remote Activation" means the communication between the Licensor's server and the Licensee's computer, by internet or email, to authenticate activation of the purchased Software.

"Software" includes, without limitation, the downloadable software product of **TIFF Image Printer 12**, in object code format, online documentation ("Documentation"), and any additional supporting electronic files (individually and collectively referred to as "Software" herein).

"Subscription Fee" means payment made by the Licensee for the use of the subscription build of Software for the Subscription Period.

The Licensor has the right to change the Subscription Fee for any renewal Subscription Period. Subscription Fees will increase no more than 5% over the prior year's fee paid by Licensee for the same services.

"Subscription Period" begins on the day the Licensor delivers the Software to the Licensee and ends one year (or an agreed upon term with the Licensor) thereafter.

The Subscription Period is outlined in the Licensee's Online Account.

Forty-five (45) days prior to the expiration of the Subscription Period, the Licensor will contact the Licensee to renew the Subscription Period. Purchasing options will be outlined at that time.

“Upgrade” means a new release of the Software, which incorporates substantial additional or alternative functionality, such release being denoted as a Software Upgrade by Licensor in its generally published programs and policies.

“Update” means a maintenance release of the Software or released revisions to the Software which are intended to improve efficiency or to incorporate additional or alternative functionality, such release being denoted as a Software Update by Licensor in its generally published programs and policies.

“User” is defined as one (1) person who (i) is operating a computer with the activated Software such that the Software’s processes have been started on the computer and/or (ii) is accessing information created and/or maintained by the Software at any one time.

1.0 GRANT OF LICENSE

Subject to the terms and conditions of this AGREEMENT, Licensor grants Licensee and the Licensee accepts, a non-exclusive, non-assignable and non-transferable license without right to sub-license pursuant to this Agreement as follows:

- to install and use the Software on Computer(s) owned, leased, or otherwise controlled by the Licensee for personal or business purposes, and only as authorized in this Agreement; and
- the term length of the license is described below in Paragraph 1.1 through to 1.5.

This Agreement strictly forbids distribution of the Software with Licensee's application. A Licensee must enter into a separate License Agreement to distribute the Software with the Licensee's application.

The number of activations to which the Licensee is entitled is determined by the number of activations which have been prepaid by the Licensee pursuant to the Purchase Documents and authorized by the Licensor for the Software (“Remote Activation”).

The Software may not be used by or transferred to another computer other than where a License Adjustment has been approved by the Licensor.

All the licenses require Remote Activation unless otherwise stated.

1.1. End User License. Where the Serial Number obtained is prefaced with **PN-TIFLE-**, this means an End User License has been obtained by the Licensee. Under an End User License, the Licensor grants the Licensee the right to use the Software in a Microsoft Windows ® interactive user session and excludes the right to use the software in a Windows Service or other non-interactive environment. An interactive user session is a normal logged in user using the Software directly.

End User License can be used for Windows Terminal Server(s) and Windows Terminal Service Client(s); however, a separate activation is required for each Terminal Server Client (“User”). A Terminal Server can be licensed for all Terminal Server users by purchasing a Terminal Service License.

1.1.1 Subscription End User License (PN TIFLE-S12)

Under a Subscription End User License, a Subscription Fee is paid at the time of purchase and thereafter at the end of each Subscription Period.

All active subscriptions are entitled to all On-Going Licensing and Support (described in Paragraph 3.0).

If a Subscription Period is not renewed the software will stop operating, and the agreement will be considered terminated.

1.1.2 One-Time End User License (PN TIFLE-V12)

Under a One-Time End User License, a One-Time fee is paid at the time of the purchase.

This allows the Licensee to use the software up to the purchased number of activations only.

On-Going Licensing and Support (described in Paragraph 3) are not applicable to the One-Time End User License and nor can this be added. A new license will need to be purchased to continue using the Software or to obtain any updates or upgrades to the latest Software.

1.2. Unlimited End User License. Where the Serial Number obtained is prefaced with **PN-TIFUE-**, this means an Unlimited End User License has been obtained by the Licensee.

Under an Unlimited End User License, the Licensor grants the Licensee the right to use the software in a Windows interactive user session and excludes the right to use the software in a Windows Service or other non-interactive environment. An interactive user session is a normal logged in user using the Software directly.

The Licensee understands that the Unlimited End User License cannot be used on Windows Terminal Server(s) or Windows Terminal Service Client(s). A Terminal Server or Windows Service License respectively must be purchased under this situation.

The Licensee acknowledges and agrees that the Licensee will provide information, including and not limited to the Licensee's name, address and computer information, to the Licensor for the Licensor to ascertain the proper use of the license. The Licensee further acknowledges and agrees that any information provided by the Licensee or obtained independently by the Licensor is unsatisfactory to the Licensor in the Licensor's sole and absolute discretion, this information is a basis for termination of this Agreement.

For the Unlimited End User License, a License Fee plus a Subscription Fee is paid at the time of purchase, and a Subscription Fee thereafter at the end of each Subscription Period, for as long as the Licensee uses the Software.

All active subscriptions are entitled to all On-Going Licensing and Support (described in Paragraph 3.0).

If a subscription period is not renewed the software will stop operating, and the agreement will be considered terminated.

1.3 Windows Service License. Where the Serial Number obtained is prefaced with **PN-TIFWS-**, this means a Windows Service License has been issued. Under a Windows Service License, the Licensor grants the Licensee the right to use the software in a Windows Service, or Windows non-interactive or interactive environment.

For the Window Service License, a License Fee plus a Subscription Fee is paid at the time of purchase, and a Subscription Fee thereafter at the end of each Subscription Period, for as long as the Licensee uses the Software.

All active subscriptions are entitled to all On-Going Licensing and Support (described in Paragraph 3.0).

If a subscription period is not renewed the software will stop operating, and the agreement will be considered terminated.

1.4 Terminal Server License. Where the Serial Number obtained is prefaced with **PN-TIFTS-**, this means a Terminal Server License has been issued. Under a Terminal Server License, the Licensor grants the Licensee the right to use the Software in a Terminal Server Client or Remote Desktop User session, the number of users accessing the Terminal Server is unlimited.

For the Terminal Server License, a License Fee plus a Subscription Fee is paid at the time of purchase, and a Subscription Fee thereafter at the end of each Subscription Period, for as long as the Licensee uses the Software.

All active subscriptions are entitled to all On-Going Licensing and Support (described in Paragraph 3.0).

If a subscription period is not renewed the software will stop operating, and the agreement will be considered terminated.

1.5 Open License. Where the Serial Number obtained is prefaced with **PN-TIFOP-**, this means an Open License has been issued. Under an Open License, the Licensor grants the Licensee an unlimited number of copies of the Software for the company (as described in the purchase documents) excluding subsidiaries of the company.

The Open License encompasses the End User, Windows Service and Terminal Server Licenses. The Open License can be used for End Users, Windows Services, and Terminal Servers remote desktop users.

When an Open License is purchased, the Licensee has the option to purchase a Pre-Authorized Open License whereby a customized software download is provided to the Licensee. This download is password-protected and individual Remote Activation is not required, nor does the Licensor have to approve License Adjustments when the software is being transferred.

An Open License is not a distribution or reseller license. A distribution or reseller license is required if the Licensee wishes to distribute the Software to any person or entity other than the Licensee as approved by the Licensor. The Licensee acknowledges and agrees that any information provided by the Licensee or obtained independently by the

Licensor that is not in agreement with the information (software company name and address) found on the purchase document to the Licensor in the Licensor's sole and absolute discretion, this information is a basis for termination of this Agreement.

For the Open License, a License Fee plus a Subscription Fee is paid at the time of purchase, and a Subscription Fee thereafter at the end of each Subscription Period, for as long as the Licensee uses the Software.

All active subscriptions are entitled to all On-Going Licensing and Support (described in Paragraph 3.0).

If a subscription period is not renewed the agreement will be considered terminated.

2.0 USAGE, CONDITIONS AND LIMITATIONS

Licensee agrees to the following conditions and limitations on the use of the Software:

2.1. Distribution. The Licensee shall have no right to, modify, sell, rent, license, lease, distribute, transfer or otherwise make available the Software. The Licensee shall have no right to use the Software other than pursuant to those rights specifically granted hereunder.

2.2. Retained Rights. Subject only to the limited rights and licenses expressly granted to the Licensee in this Agreement, the Licensor shall retain and own all rights, title and interest in the Software, and each copy thereof, and all Intellectual Property Rights with respect thereto. The Licensor retains all rights not expressly granted to the Licensee herein. The Licensee agrees not to reproduce, use, disclose, or distribute the Software except as expressly authorized in this Agreement.

2.3. No Rights to Source Code. Licensee shall have no rights with respect to any Source Code and Licensee agrees not to reverse engineer, reverse assemble, de-compile, or otherwise attempt to derive the Source Code from the Software in whole or in part.

2.4. Rights to Marks. The Licensee shall not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. No license is given nor intended for any Marks proprietary to the Licensor. Licensee shall not use such Marks for any purpose without the prior written approval of the Licensor, which may be withheld for any reason.

2.5. Upgrades. Licensee's right to use an upgrade is conditional upon Licensee's purchase of the Software. Licensee is granted no rights to use any upgraded Software if it has not purchased the Software first. Licensee is entitled to by purchasing an upgraded copy of the Software upon its availability All Licensee's with an active subscription will also have access to the upgraded Software as outlined in paragraph 3.0.

2.6. Field of Use. The Licensee shall have the right to install the Software on Microsoft® Windows 10, Windows 8.1, Windows 7, Windows Server 2019, Windows Server 2016, Windows Server 2012 R2, Windows Server 2012, Windows Server 2008 R2.

3.0 ON-GOING LICENSING AND SUPPORT (OGS)

3.1. Description. OGS provides the Licensee with technical support whereby the Licensor using its reasonable efforts to provide (i) assistance with use of the Software as described in the documentation (e.g., setting configurations, guidance on how to use the software for licensee particular need), (ii) trouble shooting technical issues, and (iii) resolution of technical issues with the Software.

OGS allows the Licensee the ability to process a "License Adjustment" via the Licensee's Online Account or request a "License Adjustment" by emailing PEERNET at **support@peernet.com**.

OGS further provides the Licensee with access to release of Updates and Upgrades. Updates and Upgrades can be accessed from the Licensee's Online Account. Release of Updates and Upgrades will be done at the sole and absolute discretion of the Licensor.

OGS does not include the following, and without limitation, to (i) testing/writing end-user programs for the Licensee, (ii) code reviews or debugging code, (iii) programming lessons in general or use of programming applications or compilers, and (iv) explanation of compiler runtime library functions, SDK functions, or system calls.

3.2. Term and Conditions. Licensor will provide Licensee with On-Going Licensing and Support (OGS) to the Software, where an active subscription period exists. Licensor reserves the right to modify the terms and conditions of OGS at any time and will provide reasonable notice when possible. Any supplemental software code provided to Licensee as part of OGS shall be considered part of the Software and subject to the terms and conditions of this Agreement. With respect to technical information Licensee provides to Licensor as part of the OGS, Licensor may

use such information for its business purposes, including for product support and development. Licensor will not utilize such technical information in a form that personally identifies Licensee.

3.3. Contact Information. All technical support issues can be emailed to support@peernet.com or directed to the Licensor's technical personnel at **1-800-883-7980** or **1-613-224-6894** from 9:00 am to 5:00 pm, Eastern Standard Time, Monday through Friday excluding Canadian and Ontario statutory holidays. The Licensor reserves the right to amend the contact information from time to time as available on its website.

4.0 NEW VERSION RELEASES

The Licensor will provide limited assistance and License Adjustments for an older version of the Software during a transitional period after the release of a new version. The Licensor will provide advance notice on the Licensor's website of the end date for License Adjustments of the retiring version of the Software. After this announced end date, License Adjustments will no longer be available for the retired version.

5.0 LICENSE OBLIGATIONS

It is the exclusive responsibility of the Licensee to determine the appropriate end use for the Software, including but not limited to determining if the Software is appropriate for the Licensee's information systems; installing the Software, establishing adequate back-up procedures; and implementing procedures to satisfy Licensee's security requirements.

Licensee assumes complete responsibility and expressly acknowledges that the Licensor has no responsibility or liability, for the selection of the software and support services required to achieve Licensee's intended results, and for the installation, use and results obtained from the Software, OGS and any other programs.

6.0 DELIVERY

Delivery of the Software is to the Licensee's Online Account (which consists of software download and serial number). In the event that the Licensor delivers the Software other than electronically to the Licensee, the Software will be delivered by courier at the Licensee's expense. Unless otherwise agreed, the installation of the Software is the exclusive responsibility of the Licensee as stated in Article 5. If the Licensee requires support service for installation, additional assistance is available to Licensee by contacting the Licensor as described in Section 3.3.

7.0 LICENSE FEES

7.1. Fees. For any Software ordered by Licensee, Licensee shall pay Licensor the applicable License Fee, One-Time Fee and or Subscription Fee set by the Licensor ("Purchase Fee"). Licensor reserves the right to modify its Price List for the Software that is used to calculate the Purchase Fee, at any time, and without notice to the Licensee. In addition to the Purchase Fee, Licensee shall pay all charges for Licensor-supplied media, shipment costs and related expenses. All amounts payable under this Agreement are due either immediately or within thirty (30) days after the date of invoice where Licensor has accepted a Licensee Purchase Order. Unless otherwise agreed by the Parties in writing, payment in full will be made to the Licensor by the Licensee as listed on the Licensor's website (<https://www.peernet.com/purchase/conversion-software/>).

7.2. Taxes and Duties. Except for taxes on the income of Licensor, the Licensee shall be responsible for any and all taxes of whatever nature due or arising under or out of this Agreement. More particularly, all prices set forth in this Agreement are exclusive of any and all taxes, levies, assessment, surcharges, duties or similar items assessed by a government body, and the Licensee shall be solely and exclusively responsible for collection, remittance and/or compliance with any such taxes except those taxes which Licensor is required by law to collect and remit (e.g., Canadian HST and GST). The Licensee shall pay all such charges either as levied by taxing authorities or as invoiced by Licensor, or, in lieu thereof, the Licensee shall provide an exemption certificate acceptable to the relevant taxing authorities.

7.3. Interest Charges. Any amount, including the below-described collection costs and expenses, that is not paid when due will bear interest until fully paid at the rate of the lesser of (i) 1.5% per month compounded monthly, or (ii) the highest rate permitted by applicable law. Licensor shall also be entitled to recover its costs and expenses, if any, incurred in collecting such amount. Licensor's entitlement to interest shall in no way affect Licensee's obligations to make payment in accordance with this Agreement, and Licensor's acceptance of such interest shall not be deemed to be a waiver of any of Licensee's obligations respecting payments.

8.0 TERM AND TERMINATION

8.1. Term. Unless otherwise terminated as set forth in this Agreement, the term of this Agreement shall commence on the delivery of the Software.

8.2. Termination. This Agreement may be terminated by the Licensor at its sole and absolute discretion, if the Licensee fails to comply with any of its obligations under this Agreement, including its payment and upgrade obligations. Termination will be effected immediately upon the Licensor advising Licensee, in written format, via mail to the last known address of the Licensee, or via electronic mail or fax number to the last known e-mail address or fax number of the Licensee on record with the Licensor, that the Agreement is terminated. Upon termination of any license pursuant to this Section 8.2, Licensee shall (i) remove the Software from the applicable Licensee's computer(s), (ii) destroy the original and all copies of the Software, (iii) certify such destruction in writing to Licensor, and (iv) shall not be entitled to any refund of Fees paid hereunder.

9.0 DISCLAIMER OF WARRANTY

THE LICENSED SOFTWARE AND DOCUMENTATION ARE PROVIDED on an "AS-IS" basis. LICENSOR does not warrant, guarantee, or make any representation regarding the use or the results of the use of the Software or Documentation in terms of correctness, accuracy, reliability, timeliness, or otherwise. **THE LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE EXPRESSLY ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE GOODS OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT HEREIN.** If the Licensee purchases OGS as described in Article 3 of this Agreement, the Licensor will provide technical support as provided for by OGS.

10.0 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY BREACH OF CONDITION(S) OR FUNDAMENTAL TERM(S) OR FOR A FUNDAMENTAL BREACH (S). IN ANY CASE, LICENSOR'S AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT RECEIVED BY LICENSOR FROM LICENSEE FOR THE SOFTWARE AND OGS PURSUANT TO THIS AGREEMENT PROVIDED. THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL SUCH PARTY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT.

11.0 OWNERSHIP AND PROPRIETARY RIGHTS

Title, ownership rights and intellectual property rights to Software or to the Software and all patents, copyright, design rights, trade secrets and other proprietary rights in or related to the Software are and remain the exclusive property of Licensor and its suppliers. Licensee acknowledges such rights and will not take any action that jeopardizes such rights or acquire any rights except the limited use rights specified in this Agreement. The Software is protected by copyright and other intellectual property laws and international treaty provisions. The Licensee further acknowledges that in the course of its use of the Software, pursuant to the terms of this Agreement, that it may suggest modifications or improvements to the Software ("Modification(s)"). The Licensee expressly acknowledges the Licensor shall have the right to use these modifications and hereby grants the Licensor a non-exclusive, royalty-free, perpetual worldwide license to use or incorporate said Modification(s), in whole or in part, into the future development of any technology, including the Software. The Licensee expressly acknowledges that the Licensor is not obligated to provide the licensee with any form of compensation with respect to the use of the Modification(s).

12.0 INTELLECTUAL PROPERTY INFRINGEMENT

12.1. Licensor will defend and indemnify the Licensee against a claim that the Software furnished and used within the scope of this Agreement infringes a patent, copyright or trade secret right enforceable in Canada, provided that:

12.1.1. Licensee notifies Licensor in writing within thirty (30) days of the claim issued and provides a copy of the claim to **peernet@peernet.com** (The Licensor reserves the right to amend the contact information from time to time as available on its website);

12.1.2. Licensor has sole control of the defense and all related settlement negotiations; and

12.1.3. Licensee provides Licensor with the assistance, information and authority necessary to perform above, reasonable out-of-pocket expenses incurred by the Licensee in providing such assistance will be reimbursed by Licensor.

12.2. Licensor shall have no liability for any claim of infringement based on:

12.2.1. use of a superseded or altered release of the Software if such infringement would have been avoided by the use of a current unaltered release of the Software, or

12.2.2. the combination, operation, or use of any Software with software, programs or data not furnished by Licensor if such infringement would have been avoided by the use of the Software without such other software, programs or data.

12.3. In the event the Software is held or are believed by Licensor to infringe, Licensor shall have the option, at its expense, to:

12.3.1. modify the Software to be non-infringing without materially reducing the functionality;

12.3.2. obtain for Licensee a license to continue using the Software; or

12.3.3. terminate this Agreement for the infringing Software and refund the license fees paid for the license, prorated over a five-year term from the date the Software was installed by the Licensee.

This Paragraph 12.3 states Licensor's entire liability for infringement.

13.0 SPECIFIC DISCLAIMER FOR HIGH-RISK ACTIVITIES

The Software is not designed or intended for use in high-risk activities including, without restricting the generality of the foregoing, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications, or in the design, construction, operation or maintenance of any nuclear facility. Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for such purposes or any other hazardous purposes. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Software in such applications. Licensee represents and warrants to Licensor that Licensee will not use, distribute, install, integrate or deploy the Software for such purposes.

14.0 EXPORT CONTROL PROVISIONS

Licensee agrees to comply with all export laws and restrictions and regulations of Canada, the United States or foreign agencies or authorities, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, Licensee shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Software from any country. By downloading or using the Software, Licensee agrees to the foregoing and represents and warrants that it complies with these conditions.

15.0 U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in the Defense Federal Acquisition Regulation Supplement (DFARS) or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is PEERNET Inc., 1365 Lords Manor Lane, Ottawa Ontario, K4M 1K3.

16.0 GENERAL PROVISIONS

This AGREEMENT constitutes the entire agreement between the parties concerning the subject matter hereof. This AGREEMENT may be amended only by writing signed by both Parties.

16.1. Severability. If any provision or part thereof of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions or parts thereof shall remain in full force and effect, and the Parties shall endeavor to give effect to the Agreement as originally contemplated before the provision or part thereof was held to be invalid or unenforceable to the maximum extent permitted by law.

16.2. No Implied Waivers. The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof.

16.3. Governing Law. This Agreement shall be construed under the laws of Canada and the Province of Ontario, as applicable, without regard to its principles of conflicts of law.

16.4. Force Majeure. Neither Party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, or embargoes.

16.5. Modifications. No amendment, changes to, or waiver of any provision of this Agreement shall be effective unless reduced to writing and signed by authorized representatives of both Parties.

16.6. Multiple Counterparts, Facsimile and Electronic Copies. Modifications to this Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile or electronic signatures shall be treated as original.

16.7. Time of the Essence. Time shall be of the essence of this Agreement.

16.8. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding between the Parties with respect to the Licensed Software, and supersedes all prior Agreements and representations, whether oral or written, relating to the subject matter thereof.

16.9. No Rules of Construction. The Agreement shall not be interpreted in favour or against a Party on the basis of the existence or absence of legal representation in the case of either Party.

16.10. Assignment. The Licensee may not assign this Agreement without the advance written consent of Licensor whose consent may be withheld in Licensor's sole discretion.

16.11. Inurement. This Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and permitted assigns.

16.12. Amounts in United States Dollars. Except as otherwise specified in this Agreement, all amounts stated in this Agreement are in United States Dollars.

16.13. Survival. Except as otherwise provided in this Agreement or as required by law, the provisions of this Agreement shall survive the termination or rescission of this Agreement for any reason.

16.14. Acknowledgement. Each Party acknowledges that it has read the Agreement, and each Party understands and agrees to be bound by its terms and conditions.