

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this Xth day of XXXX, 2015 by and between **AVANTI COMPUTER SYSTEMS LIMITED**, an Ontario corporation (“**Licensor**”), and **CUSTOMER NAME**, a (country) corporation (“**Licensee**”).

RECITALS:

- A.** Licensor is the owner of the following software programs: Avanti Slingshot Print Shop Management Licensed Programs as set out in Schedule A attached hereto (the “**Licensed Programs**”).
- B.** On the terms and conditions set forth herein, Licensee desires to obtain from Licensor, and Licensor desires to provide Licensee, certain non-exclusive rights to use the Licensed Programs.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, Licensor and Licensee hereby agree as follows:

1. **Licensed Programs.** The Licensed Programs as described in Schedule A and referred to herein means all systems and applications software and all documentation and other material relating thereto, and all information contained therein, which Licensor furnishes or makes available to Licensee. In consideration of payment of all applicable licensing fees and Licensee’s agreement to abide by the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, revocable, non-transferable and non-exclusive right (“**License**”) to use the Licensed Programs identified for its internal use, subject to the following terms and conditions.
2. **General License Restrictions.** Without the express written permission of Licensor, Licensee shall not, and shall not permit any third party to: (a) reverse engineer, disassemble, decompile, reproduce, transmit, modify, adapt, translate or create any derivative work of the Licensed Programs, in whole or in part; (b) sell, license, sublicense, publish, display, distribute, disseminate, assign or otherwise transfer or make available to a third party the Licensed Programs, in whole or in part; or (c) alter, remove or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the Licensed Programs.
3. **Property and Confidentiality.** The Licensed Programs shall at all times remain the property of Licensor and Licensee shall have no right, title or interest therein, except as expressly set forth in this Agreement. Licensor exclusively reserves all rights not explicitly granted herein. Licensor does not sell any rights in and to the Licensed Programs, but rather grants the right to use the Licensed Programs pursuant to the terms of this Agreement. Licensee shall at all times hold the Licensed Programs in confidence as proprietary to Licensor. To facilitate support, portions of the software are supplied in a form which is not copy protected. The Licensed Programs contain embedded and encrypted identifiers which

Initials	
Licensor	Licensee

will enable Licensor to identify the original Licensee of the Licensed Programs. Licensee agrees to be liable for copies of any part of the Licensed Programs which may be found to be in the possession of parties other than Licensee and which may be identified as having been derived from the Licensed Programs supplied under this License Agreement.

4. **Developed Intellectual Property.** All right, title, and interest in and to any and all inventions, works of authorship and mask works, including improvements, discoveries, ideas, technologies, know-how, work product, information, data, concepts, material, methods, processes, disclosures, software programs, computer language, programming aids, documentation, or any other intellectual property conceived, developed, originated, fixed or reduced to practice by Licensor or its personnel in connection with, or as a result of, the services performed hereunder (the “**Work Product**”), shall vest, solely and exclusively in the Licensor. This section shall not apply in any manner to Licensee’s data.

5. **Termination.** Licensor may terminate this Agreement and all schedules thereto, upon written notice to Licensee, if Licensee fails to comply with any provision of this Agreement. Upon termination of this Agreement, all rights and licenses of Licensee and all obligations of Licensor hereunder shall terminate. Licensee shall immediately discontinue use of the Licensed Programs and shall certify in writing to Licensor that all copies of the Licensed Programs, in whole or in part, in any form, have either been returned to Licensor or destroyed. Except as otherwise stated in this Agreement, all payments made by Licensee to Licensor hereunder are non-refundable. Notwithstanding any termination of this Agreement, Sections 2, 3, 5, 6, 7, 8, and 11 of this Agreement shall survive termination of this Agreement. All other rights and licenses granted hereunder will cease upon termination.

6. **Warranty.**

Limited Warranty. Licensor warrants that the Licensed Programs will operate in substantial conformity with the applicable user manuals provided by Licensor to Licensee. For any breach of this warranty the Licensee's sole and exclusive remedy, and Licensor's sole and exclusive liability shall be for Licensor to correct any reported failure in the Licensed Programs causing breach of this warranty or, if Licensor is unable to provide such correction, Licensee shall be entitled to recover the pre-paid portion of the fees in respect of the non-conforming functionality (excluding fees for Services).

Intellectual Property Warranty. Licensor warrants to Licensee that the Licensed Programs will not infringe any registered patent, copyright, trademark or trade secret right or other intellectual property right of a third party resident in Canada or the United States (collectively, the "IP Rights"). Licensor shall hold Licensee harmless from costs, losses, damages and liability which may be incurred on account of a finding of infringement of IP Rights by the Licensed Programs by a court of competent jurisdiction, and Licensor shall, at its own expense, defend all claims, suits or actions alleging such infringement of IP Rights, against Licensee, provided that Licensor is: (i) promptly notified of such claims, suits and actions, (ii) given all evidence in

Initials	
Licensor	Licensee

Licensee's possession, and (iii) given reasonable assistance by Licensee in and sole control of the defence thereof and all negotiations for its settlement or compromise. In the event of such a claim of infringement of IP Rights, Licensor's obligation under this Agreement shall be fulfilled if Licensor: (i) obtains a license for Licensee to continue the use of the Licensed Programs, or (ii) replaces or modifies the Licensed Programs so as to be commercially substantially equal but non-infringing, provided, however, that if none of these options are reasonably available to Licensor, then upon written request by Licensor, Licensee shall return the Licensed Programs and Licensor will refund the fees paid for the Licensed Programs. The indemnification under this Section shall not apply to any claim of infringement of IP Rights which may be brought resulting from (1) any unauthorized use of the Licensed Programs; (2) any use of the Licensed Programs in a manner for which the Licensed Programs were not designed or in combination with any other product, which combination is the cause of the IP infringement; (3) any unauthorized modifications to the Licensed Programs made by Licensee; (4) any wilful act by Licensee contrary to the terms of the License; or (5) any settlement or compromise incurred or made by Licensee without Licensor's prior written consent. The above states the entire liability of Licensor with respect to infringement of IP Rights by the Licensed Programs and is in lieu of all warranties, express, implied or statutory, in regard thereto.

Exclusions. Other than as expressly set out herein and to the maximum extent permitted by applicable laws, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, including but not limited to implied warranties or conditions of merchantability and fitness for a particular purpose. No oral or written information or advice given by Licensor, its affiliates, dealers or distributors, shall create a warranty or in any way increase the scope of this warranty.

7. **Limited Liability.**

NEITHER PARTY, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY LOSS, INJURY, CAUSE OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), LIABILITY OR DAMAGE OF ANY KIND FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE TOTAL FEES AND CHARGES PAID BY THE LICENSEE FOR THE LICENSED PROGRAMS AND SERVICES.

IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT FORESEEABLE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN

Initials	
Licensor	Licensee

ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF EITHER PARTY'S NEGLIGENCE OR FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF BUSINESS, LOST PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOST DATA OR ANY FAILURE OF SECURITY RESULTING IN ANY WAY FROM THE LICENSEE'S USE OF THE LICENSED PROGRAMS OR SERVICES ARISING OUT OF, OR RESULTING FROM, (I) THE USE OF OR INABILITY TO USE THE LICENSED PROGRAMS AND SERVICES OR (II) THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, OR (III) TRANSACTIONS ENTERED INTO THROUGH OR BY REASON OF THE LICENSED PROGRAMS AND SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some States and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation set forth in this Section 8 may not apply to Licensee.

No action against either party or any of its directors, officers, employees or agents, regardless of form (including negligence), arising out of or in any way related to this Agreement may be brought by the other party more than one year after the cause of action has arisen.

The essential purpose of this Section 8 is to limit the potential liability of the parties arising under this Agreement. The parties acknowledge that the limitations set forth in this Section 8 are commensurate with the amount of consideration levied in connection with the license of the Licensed Programs and Services and that, were Licensor to assume any further liability, such consideration would out of necessity, have been set much higher.

8. **Licensee Indemnity.** The Licensee agrees to indemnify and hold Licensor harmless from and against any loss, liability, cost, expense or damage (including reasonable legal fees) arising directly or indirectly out of any claim, suit action or judgment brought against Licensor, or its officers, directors, shareholders, employees, agents, representatives and Affiliates related to any act or omission by Licensee relating to the Licensed Programs, including but not limited to the provision by Licensee of any products or services, any representations, warranties or covenants made by Licensee, any failure by Licensee to comply with any of the terms of this Agreement, or violation by Licensee of any provincial, state, federal, foreign, or other laws or regulations or any third party rights.

9. **Audit Rights.** To confirm Licensee's compliance with the terms and conditions of this Agreement, Licensee agrees to allow Licensor to audit Licensee's use of the Licensed Programs, and to provide Licensor access to Licensee's facilities and computer systems, and cooperation from Licensee's employees and consultants, as reasonably requested by Licensor in order to perform such audit, all during normal business hours, and after

Initials	
Licensor	Licensee

reasonable prior notice from Licensor. If an audit discloses that Licensee has failed to comply with one or more licenses, and such failure to comply could have in part or in whole been avoided by Licensee having paid additional Fees to expand the scope of the license or licenses, then Licensee shall promptly pay Licensor such licensing fees (at Licensor’s then current rates) and, if such unpaid License fees exceed 5% of the license fees paid to Licensor for the applicable Licensed Programs during the applicable period during which such underpayment occurred, then Licensee shall, in addition to paying the unpaid fees, also reimburse Licensor the full cost of such audit.

10. **Source Code Escrow.** Licensor shall register Licensee as a beneficiary to Licensor’s existing Multi Licensee Escrow Agreement (the “**Escrow Agreement**”) with NCC Group Escrow Associates, LLC (the “**Escrow Agent**”) for the escrow of the “**Source Code**” defined therein and its release upon the “**Release Events**” defined therein.

11. **General Terms and Conditions.**

Export Controls. The Licensed Programs are subject at all times to all applicable export control laws and regulations in force from time to time. Licensee agrees that it shall not make any disposition of the Licensed Programs purchased or licensed from Licensor.

Governing Law. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and, if the Licensed Programs were acquired within Canada, each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario without regard to conflicts of laws principles. If the Licensed Programs were acquired outside Canada, each of the parties hereto irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario, provided that the Licensee agrees that any claim or action brought by the Licensee shall be commenced in the courts of the Province of Ontario. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Successors and Assigns. These terms and conditions inure to the benefit of and shall be binding upon, our respective successors or permitted assigns. Licensee shall not assign this Agreement.

Invalidity of Terms. If any of these terms and conditions are found by a court of competent jurisdiction to be invalid, the parties hereto nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in such term or condition, and the other terms and conditions shall remain in full force and effect.

Entire Contract. This Agreement, and all Schedules and Exhibits hereto constitute the entire contract between Licensor and Licensee with respect to the subject matter hereof, and there are no understandings, representations, conditions, guarantees, or warranties express or implied by statute usage or trade or otherwise, other than as set

Initials	
Licensor	Licensee

forth herein, or in addendum clearly identified and attached to and forming part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement in several counterparts at the date first above written.

CUSTOMER NAME
("Licensee")

AVANTI COMPUTER SYSTEMS LIMITED
("Licensor")

By:

By:

Travis Campbell, Director of Finance
Address:
2550 Victoria Park Ave. Suite 210,
Toronto, ON,
M2J 5A9

Initials	
Licensor	Licensee

Schedule A
Avanti Slingshot Print Shop Management Licensed Programs

Licensors Avanti Slingshot Print Shop Management Licensed Programs, includes:

- Customer Relationship Management (CRM)
- Executive Dashboards
- Job Manager
- Estimating
- Sales Order Entry
- Dynamic Job Ticket
- Change Orders
- Advanced Scheduling
- Shop Floor Data Collection
- Automated Purchasing
- Invoicing
- Inventory Management
- Fulfilment
- Direct Mail Management
- 3rd Party Web-to-Print Integration API
- System Documentation
- File Layouts for Self-Generated Reports
- System Utilities
- Multi-layered Security
- 10 Avanti User Licenses (including Servoy)
- Shipping & Shipping Integration – UPS & FedEx

Customer Name

Initials	
Licensors	Licensee