blueprint

These master terms and conditions (the "Master Terms and Conditions") are incorporated by reference into the Master Agreement between Blueprint Software Systems Inc. ("Blueprint") with its head office at 700-90 Eglinton Avenue East, Toronto, Ontario, M4P 2Y3, and Customer (the "Master Agreement"). Customer shall be deemed to mean "Customer and its Affiliates", as the context requires.

WHEREAS Customer has entered into a Master Agreement with Blueprint;

AND WHEREAS Customer may enter into Order(s) to license software and/or purchase services from Blueprint;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Blueprint and Customer (the "Parties") agree as follows:

1. DEFINITIONS

"Affiliate" means, with respect to a party, any legal entity controlling, controlled by or under common control with such party.

"Attribution Notices" has the meaning set out in Subsection 10.9 of these Master Terms and Conditions.

"Confidential Information" means any non-public, confidential information provided by one party to the other, including the software provided to Customer, the Documentation, and any other non-public information and materials relating to the business of either party as the case may be, including but not limited to information and materials concerning technology, business operations, customers and suppliers of the disclosing party. "Confidential Information" does not include information or materials in the public domain;

"Digital Blueprints" means the number of digital blueprints purchased on an applicable Order.

"Documentation" means the Specifications, written operating instructions (including online instructions) and user guides and manuals for the Software as may be published or made available from time to time, and any other standard Blueprint documentation;

"Fees" means the License Fees, the Maintenance Fees, the Professional Services Fees and the Hosting Services Fees, as applicable, as set out in an applicable Order.

"Hosting Services" means the web, hosting and related services specified on an Order and any updates or upgrades to such services which may be generally released by Blueprint to all customers from time to time;

"Infringement Claim" has the meaning set out in Subsection 7.2 of these Master Terms and Conditions;

"IP Rights" means any and all intellectual property of any nature, whether capable of registration or not, including but not limited to: patentable ideas, patents and patent applications, copyright, trade-mark, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all other legal rights protecting intangible proprietary information. Without limiting the generality of the foregoing, the term "IP Rights" shall include all Software, data, Documentation, and materials;

"License Fees" has the meaning set out in Subsection 3.2 of these Master Terms and Conditions;

"Order" means an order form executed by Blueprint and Customer for the license of Software and/or the purchase of Services;

"Maintenance Fees" has the meaning set out in Subsection 4.1 of these Master Terms and Conditions;

"Maintenance Services" has the meaning set out in Subsection 4.1 of these Master Terms and Conditions;

"Master Agreement" has the meaning set out in the Recitals to these Master Terms and Conditions;

"Universal Users" means the number of licenses purchased and assigned to specific individuals;

"Product(s)" means the Software, the Documentation and the Services, either individually or in the aggregate, as the case may be;

"Professional Services" means any professional services that Blueprint provides to Customer pursuant to a Statement of Work or Order;

"Sensitive Personal Information" or **"SPI"** means (i) any personally identifiable information ("PII"), or a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address, or phone number with the individual's social security number or other government issued number, financial account number, date of birth, address, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), (iii) "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103, and (iv) such similar private non-public information the use of which may be protected or regulated by any applicable regulation, legislation, or law (including but not limited to credit card numbers and personal information).

"Services" means the Professional Services, the Maintenance Services and the Hosting Services, either individually or in the aggregate, as the case may be;

"Software" means the software referred to in an applicable Order and all software updates and upgrades to which Customer is entitled under the Maintenance Services;

"Specifications" means Blueprint's written descriptions of the Software, release notes, and any other specifications related to the Software as contained in the Documentation;

"Statement of Work" means a separately executed statement of work describing a non-standard scope of Professional Services to be provided by Blueprint to Customer;

"Third Party Software" has the meaning set out in Section 9 of these Master Terms and Conditions.

2. CONFIDENTIALITY

2.1.	Each party will (a) use a reasonable standard of care to protect the Confidential Information of the other party (b) not disclose the Confidential Information of the other party to third parties, and (c) not reproduce the Confidential Information of the other party without the other party's prior written consent. Either party may at any time require the other party to immediately return any of the other party's Confidential Information in the other party's possession or control. However, either party may disclose the Confidential Information of the other party in accordance with a judicial, government or agency order, provided reasonable prior notice of such disclosure is given to the party that owns the Confidential Information and the party ordered to

disclose the Confidential Information shall comply with any applicable protective order or equivalent that applies to the disclosure.

2.2.   Each party acknowledges that monetary damages, including but not limited to, the forfeiture of any license fees set out in these Master Terms and Conditions may not be a sufficient remedy for a breach of the obligations set forth herein, and that the other party will be entitled to, and may seek, injunctive or other equitable relief as it may deem proper or necessary to ensure compliance with this provision.

3.   SOFTWARE

3.1. **License Attributes**:

a)   Upon the execution of an Order for the license of Software by the Parties, such Order shall form an integral part of, and is made and issued under and pursuant to the Master Agreement between the Parties. These Master Terms and Conditions are incorporated into each such Order.

b)   The license granted herein is a non-exclusive and non-transferable (except as set out herein) right to use the Software and Documentation solely for the internal business purposes of Customer. The term of the license granted to Customer is as set out in the applicable Order. If the term of the license for any Software product has not been specified in accordance with the foregoing then the term of the license shall be deemed to be one (1) year.

c)   Customer shall not directly or indirectly assist any third party to: (i) copy, sell, rent, loan, transfer, make available to another party, sub-license, modify, adapt, translate, reverse engineer, or decompile the Software or (ii) provide hosted access to the Software to any person or operate the Software as part of a service bureau, other than for the internal business purposes of Customer. Customer may make one complete copy of the Software for backup or archive purposes only.

d)   The Software and Documentation is protected by Canadian, United States, and international copyright and intellectual property laws. All rights to the Software and Documentation are owned by Blueprint or its licensors and are subject to any rights expressly granted to Customer in these Master Terms and Conditions.

e)   Customer acknowledges that the Software and Third Party Software, if applicable, requires a software key for usage in order to (i) prevent unauthorized installation and (ii) ensure compliance with Customer's obligations under these Master Terms and Conditions. Blueprint may, on an annual basis, request that Customer provide, within seven days of such request, a written certification by an officer of the Customer setting out (i) that Customer is in compliance with the terms of this license, and (ii) the actual number of Digital Blueprints during the relevant period.

f)   Blueprint will not make any custom modifications for Customer except as may be agreed in writing.

g)   Customer acknowledges and accepts that the Software may contain non-GPL open source code.

h)   The delivery date of the Software shall occur on the Effective Date of the applicable Order. If Customer is not subscribing for Hosting Services, then Blueprint will email license keys to the email address specified in the Master Agreement.

3.2.   **License Fees**. Upon execution of the Master Agreement and the applicable Order for the license of Software, Customer agrees to pay the Software license fees (the **"License Fees"**) to Blueprint within

30 days of the date Software is delivered. For payments not received within 30 days of their due date Blueprint reserves the right to charge interest payable at the lesser of 1.5% per month or the most allowed by law. All license rights granted to Customer are conditional upon Customer making timely and complete payment to Blueprint of all license fees and other amounts due to Blueprint hereunder, as well as Customer making payment of all applicable taxes.

3.3.   **Payment Terms**. Customer shall make timely and complete payment to Blueprint of all country, federal, provincial, state, municipal, and other government excise, import, customs, sales, use, consumption, goods and services, property, value-added, internet, online, e-commerce, and other duties, levies and taxes of every kind arising out of the Order, whether imposed on the Software or otherwise and regardless of whether any or all of same exist as at the date of execution of the Master Agreement by Blueprint and Customer, or are imposed thereafter, except such taxes as may be imposed on Blueprint's income. If Blueprint is obligated to pay any taxes on behalf of Customer, Customer shall reimburse Blueprint in full for same promptly following receipt of Blueprint's invoice for same.   Any terms and conditions on the front or back of any purchase order or similar document in conflict with these Master Terms and Conditions shall be ineffective, void and of no force and effect.

3.4.   **Limited Warranty**. Blueprint warrants that for a period of 90 days from the date of delivery the Software will conform in all material respects to the Specifications. Blueprint's entire liability, and Customer's sole remedy against Blueprint for each breach by Blueprint of this warranty shall be limited to requiring Blueprint, at Blueprint's option, to either: (1) correct the error giving rise to such breach; (2) help the Customer work around the error, the type and extent of such help to be in Blueprint's sole discretion; or (3) replace the defective Software.

3.5.   The warranty set out in Section 3.4 shall not apply to any breach and/or error caused by: (a) any change to the Software made by any party other than Blueprint; (b) accident, neglect, or misuse by any party other than Blueprint; (c) Customer's failure to provide a suitable installation and/or operating environment for the Software;   (d) software, hardware, firmware, data, operating environment, and/or technology not licensed or specified by Blueprint; (e) any telecommunications medium used by Customer; (f) Customer's own computer system; and/or (g) failure of Customer to comply with the Documentation.

3.6.   **Acceptance**. Unless waived by Customer, Customer shall have 30 days ("the Acceptance Period") from the initial date of delivery of the Software to confirm that that Software is in accordance with the Specifications. In the absence of notice in writing by the Customer to Blueprint rejecting the Software and specifying the basis for such rejection, the Software shall be deemed to be accepted by the Customer on the thirty-first day after delivery. Upon subsequent delivery of additional orders of the same Software, there shall be no additional Acceptance Period.

3.7.   EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED IN SECTION 3.4 ABOVE, ALL SOFTWARE AND DOCUMENTATION PROVIDED TO CUSTOMER IS PROVIDED BY BLUEPRINT ON AN "AS IS" BASIS.   BLUEPRINT DISCLAIMS ALL WARRANTIES OR CONDITIONS OF EVERY KIND PERTAINING IN ANY WAY TO THE SOFTWARE AND DOCUMENTATION LICENSED BY CUSTOMER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE CONDITION, QUALITY OR FREEDOM FROM ERROR OF THE LICENSED SOFTWARE AND DOCUMENTATION, ANY

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTIONS, OPERATION, ADEQUACY, SUITABILITY, TITLE, AND/OR INTERFACE WITH USE OR ENJOYMENT, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING, CUSTOM, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT BLUEPRINT IS NOT LIABLE, AMONG OTHER THINGS, IF THE SOFTWARE WILL NOT OPERATE FREE OF ERRORS, UNINTERRUPTED OR IF THE SOFTWARE WILL NOT FUNCTION IN CUSTOMER'S HARDWARE ENVIRONMENT. BLUEPRINT DOES NOT WARRANT THAT THE SOFTWARE WILL IDENTIFY ALL KNOWN VIRUSES.

4. MAINTENANCE

4.1.   Maintenance fees for the Software products shall be set out in the applicable Order for the license of Software (the **"Maintenance Fees"**) and shall be paid by Customer annually in advance on or before the Effective Date of the applicable Order. Cloud customers will pay a single subscription covering License Fees, Maintenance Fees and Hosting Fees (the **"Subscription Fees"**). Only Customers with paid-up maintenance fees will be provided support by Blueprint as per the terms posted at www.blueprintsys.com/support_terms (the **"Maintenance Services"**).

4.2.   Unless otherwise set out in an Order, Blueprint reserves the right to increase the Maintenance Fees or Subscription Fees on an annual basis by no more than five percent (5%) over the previous year's Maintenance Fee.

4.3.   Customers with paid-up Maintenance Fees will be notified in advance of Software updates and upgrades.

4.4.   Customers who have cancelled their Maintenance Services must pay all back-maintenance fees in order to restart their maintenance subscription.

4.5.   Maintenance Services shall automatically renew unless terminated by either party at least 30 days prior to the termination of an annual maintenance period. Blueprint shall notify Customer no less than 30 days before the date required for such notice of any change in the terms of the maintenance, including fee increases.

5. HOSTING SERVICES

Article 5 of these Master Terms and Conditions is only applicable to the extent that Blueprint and Customer have entered into an Order for Hosting Services.

5.1.   **Definitions**.

"Acceptable Use Policy" means the Blueprint Acceptable Use Policy, applicable to Hosting Services, attached to these Master Terms and Conditions as Exhibit A, as updated from time to time.

"Authorized Users" means the specified number of Universal Users who are authorized to access and use the Hosting Services, as specified in an applicable Order. Authorized Users may include Customer's third party consultants, outsourcers, contractors and other service providers (provided such third parties agree to bound by these Master Terms and Conditions);

"Blueprint Technology" means the computer hardware, Software, systems, network, Documentation, and other tangible equipment and intangible computer code necessary to deploy the Hosting Services as provided or made available by Blueprint from time to time;

"Customer Data" means Customer's information or other data processed, stored or transmitted by, in or through the Hosting Services;

"Internet Data Centers" means any of the facilities owned or used by Blueprint to provide the Hosting Service. These facilities house the Blueprint Technology used for the provision of Hosting Services;

5.2.   **Customer Data**. Notwithstanding anything to the contrary in these Master Terms and Conditions, Blueprint acknowledges and agrees that Customer retains sole and exclusive ownership of all right, title and interest (including all IP Rights) in and to all Customer Data and grants Blueprint a limited license to use Customer Data only to the extent required by Blueprint to fulfill its obligations under an Order for Hosting Services.

The Hosting Services shall be operated in an environment where all files containing Customer Data are partitioned sufficiently to protect the security and privacy of Customer Data. Blueprint will maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in accordance with industry standards (the **"Security Standard"**). Blueprint will not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by Customer, (c) access Customer Data except to provide the Hosting Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters. Subject to the limited rights granted by Customer hereunder, Blueprint acquires no right, title or interest under these Master Terms and Conditions in or to Customer Data, including any IP Rights therein.

5.3.   **Use Restrictions**. Customer covenants and agrees that its use of the Blueprint Technology and Hosting Services will be in a manner consistent with these Master Terms and Conditions, the Acceptable Use Policy and with all applicable laws and regulations, including trade secret, copyright, patent, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, directly or indirectly, nor shall it permit or assist others: (i) to abuse or fraudulently use the Blueprint Technology and Hosting Services; (ii) to process or permit to be processed the data of any third party not expressly authorized to use the Blueprint Technology and Hosting Services; (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Blueprint Technology; (iv) to access, alter, or destroy any information of any customer of Blueprint by any fraudulent means or device, or attempt to do so; or (v) to engage in any activity that is inconsistent with Blueprint's IP Rights and other rights under these Master Terms and Conditions.

5.4.   **Security**. Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet and the access and permissions in respect of the use of the Hosting Services by Authorized Users. Provided that Blueprint is in compliance with the Security Standard, the parties agree that Blueprint shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Blueprint at the time. Blueprint will promptly report to Customer any unauthorized access of Customer Data promptly upon discovery by Blueprint, and Blueprint will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data is required, Customer shall be solely responsible for any and all such notifications

at its expense. CUSTOMER SHALL NOT NOR PERMIT ITS AUTHORIZED USERS TO SUBMIT ANY SPI AS PART OF CUSTOMER DATA.

5.5. **Set-up of Services**. On or before the "go live" date specified in the applicable Order, Blueprint will complete all tasks required to make the Hosting Services accessible to Customer, including (i) implementing in the Blueprint Technology any interfaces required in the applicable Order, (ii) delivering to Customer the Software and related Documentation necessary to access the Blueprint Technology and use the Hosting Services, (iii) assigning all security access, passwords and user IDs necessary to access the Blueprint Technology to access and use the Hosting Services, and (iv) preparing data that may be specified on the applicable Order for use with the Hosting Services.

5.6. **Internet Data Centers**. The Hosting Services will be provided through Internet Data Centers that are configured with prevailing industry standards for security, fireproofing, power and backup generation, structural integrity, seismic resistance and resistance to other natural and man-made disruptions. In addition, the facility shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards.

5.7. **Backups**. For no additional fees, Blueprint shall make daily incremental backups and weekly full backups of Customer Data archived within the Blueprint Technology. The prior day incremental backup and a copy of the weekly backup shall be stored in a secure off-site facility designed to store and maintain backups for emergency use.

5.8. **Monitoring**. Blueprint reserves the right to internally monitor Customer's usage of the Software and the Hosting Services provided, however, that such monitoring does not include the monitoring of Customer Data stored in the system.

5.9. **Hosting Services Fees**. Customer shall pay to Blueprint the applicable fees for the Hosting Services (the **"Hosting Services Fees"**) annually in advance and in accordance with the applicable Order, unless such fees are bundled in the Customer's Subscription Fees. All Hosting Services invoices shall be due and payable upon delivery and shall be deemed overdue if they remain unpaid 30 days after delivery. Overdue amounts shall accrue interest at the lesser of 1.5% per month or the highest legal interest rate.

5.10. **IP Rights Ownership**. Ownership of the IP Rights embodied in the Hosting Services and Blueprint Technology shall remain exclusively vested in and be the sole and exclusive property of Blueprint and its licensors.

5.11. **Hosting Services Limited Warranty**. Blueprint represents and warrants that the Blueprint Technology and Hosting Services will: (i) conform to all material operational features as described in the Order for Hosting Services, and (ii) be free of errors and defects that materially affect the performance of such features, provided that Customer notifies Blueprint of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Hosting Services limited warranty shall be the prompt correction of non-conforming Blueprint Technology and Services at Blueprint's expense.

5.12. **Hosting Services Warranty Disclaimers**. EXCEPT FOR THE HOSTING SERVICES LIMITED WARRANTY PROVIDED ABOVE, BLUEPRINT MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND BLUEPRINT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THESE MASTER TERMS AND CONDITIONS HAVE BEEN MADE RESPECTING THE HOSTING SERVICE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT HEREIN. BLUEPRINT DOES NOT WARRANT THAT THE HOSTING SERVICE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE HOSTING SERVICES WILL BE UNINTERRUPTED, OR ERROR-FREE. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT BLUEPRINT HAS NO CONTROL OVER THE INTERNET, AND THAT BLUEPRINT IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE HOSTING SERVICES.

5.13. **Indemnification by Customer**. Customer shall defend Blueprint against any claim, demand, suit or proceeding made or brought against Blueprint by a third party alleging that Customer Data, or Customer use of the Hosting Services in breach of these Master Terms and Conditions, infringes or misappropriates the intellectual property rights of a third party or violates any applicable law, and shall indemnify Blueprint for any damages, legal fees and costs incurred or awarded at any time against Blueprint as a result of, or for any amounts paid by Blueprint under a court-approved settlement of, a claim against Blueprint; provided that Blueprint: (a) promptly gives Customer written notice of the claim; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim against Blueprint unless the settlement unconditionally releases Blueprint of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.

5.14. **Customer Use**. Customer acknowledges that (i) Blueprint does not monitor the content of the information passing through the Hosting Service for purposes of verifying accuracy or legal compliance, (ii) Customer will use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force, and (iii) Customer releases and disclaims any claim or liability against Blueprint arising out of any SPI contained within its Customer Data

5.15. **Suspension of Services**. Blueprint may suspend the Hosting Services without liability if: (i) there is an attack on the Hosting Services or Customer's Hosting Service is accessed or manipulated by a third party without Customer's consent, (ii) Blueprint is required by law, or a regulatory or government body to suspend Customer's Hosting Services, or (iii) there is another event for which Blueprint reasonably believes that the suspension of Hosting Services is necessary to protect the Blueprint Technology or Blueprint's other customers. Blueprint will give Customer advance notice of a suspension under this Section of at least twelve (12) business hours unless Blueprint determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Blueprint Technology or other customers from imminent and significant operational, legal, or security risk.

5.16. **Return of Materials**. If Customer is current in all payments due to Blueprint at the time of expiration or termination hereof, Blueprint shall provide to Customer its Customer Data in a standard document format readily available to Blueprint at no additional charge. If Customer requests the Customer Data in a non-standard format,

Customer shall pay to Blueprint a reasonable fee for technical services as determined by Blueprint. After a 60-day period, Blueprint shall have no obligation to maintain or provide any Customer Data to Customer and shall thereafter, unless legally prohibited, delete all Customer Data in Blueprint's systems.

6. PROFESSIONAL SERVICES

Article 6 of these Master Terms and Conditions is only applicable to the extent that Blueprint and Customer have entered into an Order for Professional Services.

6.1. **Professional Services**. Blueprint may provide to Customer Professional Services in accordance with an Order or a Statement of Work. Each Order and/or Statement of Work shall be incorporated herein and shall form an integral part of the Master Agreement. Each Order and/or Statement of Work may be amended or modified by supplementary change orders agreed by the Parties in writing and attached to the related Order and/or Statement of Work.

6.2. **Right to Perform Services**. Customer acknowledges that Blueprint intends to utilize its expertise, experience, products and tools in providing consulting, training and other services to other customers. Subject to Blueprint's compliance with the confidentiality provisions stated herein, nothing shall restrict or limit Blueprint from performing such consulting, training or other services to any other entity in any industry.

6.3. **Professional Services Fees and Expenses**. Customer agrees to pay Blueprint the fees set forth in an Order, or Statement of Work (the **"Profession Services Fees"**) plus any applicable sales or use taxes or other charges.

6.4. **Professional Services Payment Terms**. For time and materials engagements, Blueprint shall invoice Customer on a monthly basis for Professional Services Fees and expenses incurred. For pre-paid credits and all other engagements, Blueprint shall invoice Customer upfront for Professional Services, and shall invoice Customer on a monthly basis for expenses owing. All Professional Services invoices shall be due and payable upon delivery and shall be deemed overdue if they remain unpaid 30 days after delivery. If Customer's internal policies require that invoices be submitted against a purchase order, Customer will be responsible for issuing such purchase order prior to the commencement of Professional Services. ANY PREPRINTED TERMS AND CONDITIONS ON THE FRONT OR BACK OF ANY PURCHASE ORDER IN CONFLICT WITH THESE MASTER TERMS AND CONDITIONS SHALL BE DEEMED TO BE REJECTED AUTOMATICALLY WITHOUT FURTHER WRITTEN NOTICE.

6.5. **Intellectual Property Rights**. Except as otherwise set forth in the Master Agreement or an Order, the provision of Professional Services shall not give either Blueprint or Customer any ownership interest in or rights to the IP Rights of the other party.

6.6. **Ownership of Professional Services Work Product**. Customer agrees that all Work Product (defined below) is Blueprint's property, provided that any Customer IP Rights will remain Customer's sole and exclusive property, even if such IP Rights are embedded in the Work Product. Customer irrevocably assign to Blueprint all right, title and interest worldwide in and to the Work Product and all applicable IP Rights related thereto. Subject to Blueprint's receipt of Customer's payment for the Professional Services, Blueprint agrees to provide Customer with a royalty-free, non-exclusive right to use the Work Product for Customer's own internal business purposes, in conjunction with the Software. No other rights to sublicense or market the Work Products are expressed or implied.

"Work Product" means any work product or any component thereof that relates directly or indirectly to the Software and that Blueprint may produce, either alone or jointly with others, as specified in an Order, a Services Description or a Statements of Work.

6.7. **Professional Services Warranty**. Blueprint warrants that the Professional Services provided hereunder will be performed in a professional manner consistent with the quality of Blueprint's performance of services for similarly situated Customers. BLUEPRINT DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES OR DELIVERABLES ARE ERROR FREE, THAT ALL ERRORS WILL BE CORRECTED, WILL RUN ON ALL HARDWARE, OR IDENTIFIES ALL KNOWN VIRUSES. EXCEPT AS PROVIDED ABOVE, THE PROFESSIONAL SERVICES, DELIVERABLES, MEDIA AND RELATED DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS, AND BLUEPRINT DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, PERFORMANCE OR QUALITY, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. BLUEPRINT MAKES NO REPRESENTATION WITH RESPECT TO THE ADEQUACY OF THE PROFESSIONAL SERVICES OR DELIVERABLES FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ITS ADEQUACY TO PRODUCE ANY PARTICULAR RESULT.

In order to receive warranty remedies, deficiencies in the Professional Services must be reported to Blueprint in writing within thirty (30) days of completion of the deficient Professional Services deliverable. Customer shall not make any additions, deletions or modifications to the deliverables except as specifically set forth in the Documentation or as authorized in writing by Blueprint. Unauthorized modification of the deliverables shall cause immediate termination of any applicable warranty as established above**.** CUSTOMER'S SOLE REMEDY SHALL BE TO HAVE THE DEFICIENCIES REMEDIED OR TO RECEIVE A REFUND OF THE PRO RATA AMOUNT OF THE PROFESSIONAL SERVICES FEES RELATED TO SUCH DEFICIENT PROFESSIONAL SERVICES, AT BLUEPRINT'S OPTION. IN NO EVENT SHALL BLUEPRINT'S LIABILITY UNDER THESE TERMS AND CONDITIONS EXCEED THE FEES PAID PURSUANT TO THE ORDER, SERVICES DESCRIPTION OR STATEMENT OF WORK.

7. LIMITATION OF LIABILITY AND INTELLECTUAL PROPERTY INDEMNITY

7.1. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (EVEN IF FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, OR OTHERWISE:

a) BLUEPRINT'S TOTAL AGGREGATE LIABILITY, TO CUSTOMER OR TO ANY THIRD PARTY, FOR DAMAGES (OF ANY SORT), FOR ANY BREACH OR SERIES OF BREACHES UNDER THE MASTER AGREEMENT (WHICH INCORPORATES THESE MASTERS TERMS & CONDITIONS) AND OR ARISING FROM OR RELATED TO THE PRODUCTS, SHALL BE FOR DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO BLUEPRINT UNDER THE MASTER AGREEMENT AND ASSOCIATED

ORDER(S) DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM; AND

b)   IN NO EVENT SHALL BLUEPRINT BE LIABLE TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, ECONOMIC OR PUNITIVE DAMAGES, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, REVENUE, TIME, DATA OR BUSINESS OPPORTUNITY, ARISING FROM OR RELATING TO THE PRODUCTS, EVEN IF BLUEPRINT KNEW, SHOULD HAVE KNOWN OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2.   BLUEPRINT SHALL DEFEND AND INDEMNIFY AND HOLD HARMLESS CUSTOMER AGAINST ANY AND ALL AMOUNTS PAYABLE BY THE CUSTOMER UNDER ANY JUDGMENT, VERDICT, OR COURT ORDER AND ANY AND ALL COSTS, LIABILITIES, LOSSES, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES, FINES, PENALTIES, AND TAXES), IN ANY THIRD PARTY CLAIM OR ACTION THAT ALLEGES THAT THE PRODUCTS INFRINGE A PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT OF SUCH THIRD PARTY (**"INFRINGEMENT CLAIM"**). CUSTOMER SHALL NOTIFY BLUEPRINT PROMPTLY OF ANY ACTUAL, THREATENED INFRINGEMENT CLAIM, AND FAILURE TO DO SO SHALL LIMIT THE INDEMNITY HEREIN TO THE EXTENT BLUEPRINT IS PREJUDICED THEREBY. CUSTOMER GRANTS BLUEPRINT THE SOLE RIGHT TO CONTROL THE DEFENCE AND DISPOSITION OF ANY INFRINGEMENT CLAIM. CUSTOMER SHALL PROVIDE BLUEPRINT WITH REASONABLE COOPERATION AND ASSISTANCE IN THE DEFENSE OF ANY INFRINGEMENT CLAIM WHICH SHALL BE AT BLUEPRINT'S SOLE COST.

7.3.   IF THE PRODUCT(S) OR ANY PART THEREOF BECOMES, OR BLUEPRINT REASONABLY DETERMINES THAT THE PRODUCT(S) OR ANY PART THEREOF IS LIKELY TO BECOME SUBJECT TO AN INFRINGEMENT CLAIM, BLUEPRINT MAY AT ITS OPTION (A) PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO ACCESS AND USE THE PRODUCT(S), (B) REPLACE OR MODIFY THE PRODUCT(S) SO THAT IT BECOMES NON-INFRINGING WITHOUT CAUSING A MATERIAL NEGATIVE EFFECT ON THE FUNCTIONALITY PROVIDED BY THE INFRINGING PRODUCT(S); OR (C) IF NEITHER OF THE FOREGOING OPTIONS ARE AVAILABLE, REMOVE THE INFRINGING PART OF THE PRODUCT(S) AND REFUND TO CUSTOMER ALL FEES PAID BY CUSTOMER UNDER A VALID ORDER WITH RESPECT TO THE INFRINGING PRODUCT(S).

THE OBLIGATIONS SET FORTH IN SUBSECTIONS 7.2 AND 7.3 ARE BLUEPRINT'S ENTIRE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIM.

8.   THIRD PARTY SOFTWARE

8.1.   **Third Party Software.** To the extent applicable, an Order may contain third party software components (**"Third Party Software"**). Unless otherwise disclosed in an Order, Blueprint, not the third party, licenses these components to Customer under these Master Terms and Conditions.

8.2.   **Internal Use.** (a) The license granted herein is a non-exclusive and non-transferable (except as set out herein) right to use the Third Party Software solely for the internal business purposes of Customer; (b) Customer shall not directly or indirectly assist any third party to: (i) copy, sell, rent, loan, transfer, make available to another party, sub-license, modify, adapt, translate, reverse engineer, or decompile the Third Party Software or (ii) provide hosted access to the Third Party Software to any person or operate the Third Party Software as part of a service bureau, other than for the internal business purposes of Customer.

8.3.   **Benchmarking.** Customer may not provide any written and/or oral disclosures to any third party of any results of any benchmark tests of the Third Party Software.

8.4.   **Open Source.** Third Party Software may be distributed with certain independent code that is licensed under the GNU Library General Public License and/or other open source licenses, licensed to end users in accordance with the applicable open source licenses.

8.5.   **Disclaimer.** OTHER THAN THE LIMITED WARRANTY SET OUT IN SECTION 3, ALL THIRD PARTY SOFTWARE PROVIDED TO CUSTOMER IS PROVIDED BY BLUEPRINT ON AN "AS IS" BASIS. BLUEPRINT DISCLAIMS ALL WARRANTIES OR CONDITIONS OF EVERY KIND PERTAINING IN ANY WAY TO THE SOFTWARE AND DOCUMENTATION LICENSED BY CUSTOMER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ADEQUACY, SUITABILITY, TITLE, AND/OR INTERFACE WITH USE OR ENJOYMENT, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING, CUSTOM, OR OTHERWISE.

8.6.   **Tasktop.** Notwithstanding anything else contained in this Section 9, if Tasktop Sync or Tasktop Gateway are included in an Order, then the following supplemental terms and conditions apply:

a)   if the Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Third Party Software, or any related documentation of any kind, including technical data manuals, is restricted by a license agreement or by the terms of these Master Terms and Conditions in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Third Party Software was developed fully at private expense. All other use is prohibited.

9.   TERMINATION

9.1.   Either party may terminate any Products granted under an Order if the other breaches any material term and does not remedy the breach within 30 days after receiving written notice specifying the breach. Upon issuing such notice, the issuing party has the right to suspend any license granted or Service provided under the Order until such time as the breach is cured. Either party may terminate the Master Agreement (including the Order(s) made pursuant thereto) (i) if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the other party or its property, and the same is not

dismissed within 30 days, or (ii) if the other party makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise.

9.2. Upon any termination of the Master Agreement: (a) all licenses granted by Blueprint shall immediately terminate including licenses granted for Third Party Software, if applicable; and (b) Customer shall immediately cease all use of the Software, Third Party Software, if applicable, and Documentation and return all copies of the Software, Third Party Software, if applicable, and Documentation (including all license keys) to Blueprint. The provisions of these Master Terms and Conditions, which by their nature are intended to survive termination, shall continue in full force and effect following any such termination.

10. GENERAL

10.1. **Assignment.** None of the Products, Third Party Software, nor any rights, licenses or obligations hereunder, may be assigned by Customer, in whole or in part, without Blueprint's prior written consent, which consent may not be unreasonably withheld. Any attempted assignment in violation of this Section shall be void and without effect. Subject to the foregoing, the Master Agreement which incorporates these Master Terms and Conditions will benefit and bind the Parties' successors and assigns.

10.2. **Independent Contractors**. The Parties will remain at all times independent contractors and neither Blueprint nor Customer shall have any authority to bind the other in any manner. In no event will either party's staff or subcontractors be considered agents or employees of the other party.

10.3. **No Additional Services.** Customer agrees that there are to be no other services to be provided under the Master Agreement by Blueprint in relation to an Order including, without limitation, any services in relation to software customization or any errors, malfunctions or defects which may arise during the term of an Order, except where such services are rendered through further agreement in writing between the Parties at a charge to be agreed upon.

10.4. **Force Majeure.** Except for payment obligations (including applicable taxes) or any obligations relating to the protection of or restrictions applicable to Blueprint's intellectual property, neither Party shall be liable to the other by reason of any failure or delay in performance of its obligations to the extent such failure or delay arises (and only for the duration that the affected Party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, storm, adverse weather conditions, strikes, labor disputes or disruptions, epidemics, wars, national emergencies, riots, civil disturbances, shortages of materials, actions or inactions of government authorities, terrorist acts, lockout, work stoppages or other labor difficulties, border delays, failures or interruptions of utilities, the Internet, or telecommunications equipment or services, system failures or any other cause or event that is beyond the reasonable control of that Party.

10.5. **Governing Law.** These Master Terms and Conditions shall be governed by the laws of the Province of Ontario (Canada) excluding its conflicts and/or choice of law rules and the venue for any disputes arising hereunder shall be in the Province of Ontario (Canada).

10.6. **Export Laws.** Customer shall comply with applicable laws and regulations pertaining to the Software and Third Party Software, if applicable, including export laws, regulations, and/or directives, and comply with laws and regulations in Customer's jurisdiction and any other location related to the import, export, transfer, shipping, and/or use of the Software and Third Party Software, if applicable.

10.7. **Waiver, Amendment, Severability.** No waiver of any provision herein shall be binding upon Blueprint or Customer unless set out in a written waiver signed by both Parties. These Master Terms and Conditions shall only be amended by a written document signed by Blueprint and Customer stating such document is an amendment or an addendum hereto. Should any provision of these Master Terms and Conditions be deemed contrary to applicable law and/or unenforceable by any court of competent jurisdiction, such provision shall be considered severed from These Master Terms and Conditions but all remaining provisions shall continue in full force.

10.8. **Publicity Rights.** Other than as provided for in this section, the Master Agreement, an SOW or an Order, neither party will use the name of the other party for any purpose without the prior written approval of the other party. Notwithstanding the foregoing either party may during the term of the Master Agreement: (i) include the other party's name in a list of its customers or service providers; and (ii) disclose the Master Agreement and its terms to the extent required by law, the rules of any applicable regulatory authority or the rules of a stock exchange or other trading system on which the other party's securities are listed, quoted and/or traded.

10.9. **Attribution Notices.** Within the Software and Documentation, Blueprint has inserted various ownership, attribution and/or branding notices including, but not limited to, notices attributing copyright and trademark ownership to Blueprint and other Blueprint trademarks (all such notices and instances collectively referred to as **"Attribution Notices"**). Without the prior written consent of Blueprint, Customer shall not: a) remove, modify, obscure, re-size or re-locate Attribution Notices, or b) cause any Attribution Notices to become not visible to any users of the Software or Documentation.

10.10. **Fair Dealing.** Customer shall comply with all applicable laws and regulations in its performance under these Master Terms and Conditions, including without limitation anti-corruption laws (including the United States Foreign Corrupt Practices Act).

10.11. **Entire Agreement.** These Master Terms and Conditions, together with the Master Agreement and each duly executed Order, written amendment, and/or written addendum to the Master Agreement signed by Blueprint and Customer sets forth the entire agreement between Blueprint and Customer with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between the Parties relating thereto.

10.12. **Choice of Language.** The Parties hereto confirm that it is their wish that these Master Terms and Conditions as well as other documents relating hereto including notices, have been and shall be drawn up in the English language only.

This Acceptable Use Policy (AUP) forms an integral part of the Master Terms and Conditions. Customer undertakes to communicate the AUP to Authorized Users prior to their use of the Blueprint Technology or Hosting Services.

Customer's Hosting Services may be suspended or terminated for violation of this AUP in accordance with the Master Terms and Conditions.

Inquiries regarding this policy should be directed to abuse@blueprintsys.com.

Blueprint offers this service to customers for the purpose of creating, uploading and managing data in support of the customers own requirements management projects.

Abuse

Customer may not use Blueprint's network or Hosting Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior (or has such effect, whether intentional or unintentional), including:

• Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;

• Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;

• Interference with or degradation of quality of service to any user of the Hosting Services;

• Use of an internet account, access code, or computer without the owner's authorization;

• Collecting or using information without the consent of the owner of the information;

• Use of the Hosting Service to distribute software that covertly gathers information about a user or covertly transmits information about the user;

• Any conduct that is likely to result in retaliation against the Blueprint network or website, or Blueprint's employees, officers or other agents.

Competitive Use

Customer may not use the Hosting Services to engage in research activities, except with Blueprint's prior written consent, including, but not limited to:

• access the Hosting Service in order to build a competitive product or service;
• access the Hosting Service to copy any feature, function or graphic of the Hosting Service;
• access the Hosting Service for the purpose of monitoring their availability, performance or functionality or for any other benchmarking or competitive purposes.

Mail Requirements

Customer's intended recipients must have given their consent to receive email from you as Authorized Users.

Unsolicited Communications

Customer may not use the Hosting Service to send email or any other communications to a person who has indicated that they do not wish to receive it.

Vulnerability Testing

Customer may not attempt to probe, scan, penetrate or test the vulnerability of Blueprint Technology, a Blueprint system or network, or to breach Blueprint's security or authentication measures, whether by passive or intrusive techniques, without Blueprint's express written consent.

Offensive Content

Customer may not publish, transmit or store on or via Blueprint's network and equipment any content or links to any content that Blueprint reasonably believes:

• improperly exposes trade secrets or other confidential or proprietary information of a third-party;
• is illegal or solicits conduct that is illegal under laws applicable to you or to Blueprint; or
• is otherwise malicious, fraudulent, or may result in retaliation against Blueprint by offended viewers or recipients, or is intended to harass or threaten.

Copyrighted Material

Customer may not use Blueprint's network or Hosting Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

• Customer has been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
• Customer is otherwise permitted by established copyright law to copy the work in that manner.

Shared Systems & Virus Management

Customer may not use any shared system provided by Blueprint in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system.

Customer agrees that Blueprint may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Files uploaded to Blueprint systems, by the Customer, will be scanned for virus and malware content.

On computers that will access Hosting Services, the Customer agrees to maintain current anti-viral and malware definition files.

Other

• Customer may only use IP addresses assigned to Customer by Blueprint in connection with the Hosting Services.
• Customer agrees that if Customer registers a DNS record or zone on Blueprint managed or operated DNS servers or services for a domain of which Customer is not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, Blueprint may modify, transfer, or delete such records or zones.