

CiteRight Services Subscription Agreement

This Software as a Service (SaaS) Subscription Agreement, and the Order which references these terms (collectively, this “**Agreement**”) is entered into between CiteRight Inc, a Canada corporation having its principal place of business at Suite 1002, 10 Dundas St E, Toronto, ON M5B 2G9 (“**CiteRight**”) and the customer as listed on the attached Schedules and/or Order (“**Customer**”, and together with CiteRight, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Customer wishes to procure from CiteRight the software services described herein, and CiteRight wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, personal identification number (PIN) or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the CiteRight Hosted Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.

“**Affiliate**” of a Person means any other Person that, directly or indirectly, through one or more

intermediaries, Controls, is Controlled by, or is under common Control with, the first Person.

“**Agreement**” has the meaning set forth in the preamble/means this agreement and all schedules, exhibits, attachments or appendices specifically referenced herein or therein.

“**Authorized User**” means each of the individuals authorized to use the CiteRight Hosted Services under Section 3.1 and the other terms and conditions of this Agreement, as identified in the attached Schedules.

“**Available**” means the CiteRight Hosted Services are available for access and use by Customer and its Authorized Users over the internet and operating in material accordance with the Specifications.

“**Backup Policy**” has the meaning set forth in Section 4.3.

“**Business Day**” means any day other than a Saturday, Sunday or any other day on which banks located in the City of Toronto are authorized or required by law to be closed for business.

“**CiteRight Indemnitee**” has the meaning set forth in Section 13.2.

“**CiteRight Materials**” means the CiteRight Service Software, Specifications, Documentation and CiteRight Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by CiteRight or any Subcontractor in connection with the CiteRight Services or otherwise comprise or relate to the CiteRight Services or CiteRight Systems. For the avoidance of doubt, CiteRight Materials includes Resultant Data and any

information, data or other content derived from CiteRight's monitoring of Customer's access to or use of the CiteRight Hosted Services, but do not include Customer Data.

"CiteRight Personnel" means all individuals involved in the performance of CiteRight Services as employees, agents or independent contractors of CiteRight or any Subcontractor.

"CiteRight Services" means the applications and services provided by CiteRight and subscribed to under an Order.

"CiteRight Service Software" means CiteRight's software application or applications and any third-party or other software that CiteRight provides onsite and/or remote access to, and use of, as part of the CiteRight Services, as detailed in the attached Schedules, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"CiteRight Systems" means the information technology infrastructure used by or on behalf of CiteRight in performing the CiteRight Hosted Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by CiteRight or through the use of third-party services.

"Confidential Information" has the meaning set forth in Section 9.1.

"Control" (and the terms **"Controlled by"** and **"under common Control with"**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Customer" has the meaning set forth in the preamble.

"Customer Data" means, other than Resultant Data, information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from

Customer or an Authorized User by or through the CiteRight Hosted Services.

"Customer Failure" has the meaning set forth in Section 4.2.

"Customer Indemnitee" has the meaning set forth in Section 13.1.

"Customer Systems" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity, whether operated directly by Customer or through the use of third-party services.

"Disabling Device" means any software, hardware or other technology, device or means (including any back door, time bomb, time out, drop dead device, software routine or other disabling device) used by CiteRight or its designee to disable Customer's or any Authorized User's access to or use of the CiteRight Hosted Services automatically with the passage of time or under the positive control of CiteRight or its designee.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Documentation" means any manuals, instructions or other documents or materials that CiteRight provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the CiteRight Services or CiteRight Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"Effective Date" means the date first set forth above.

"Fees" means the fees set out in the applicable Order.

"Force Majeure Event" has the meaning set forth in Section 15.1.

"Governmental Authority" means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental

regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority.

“Harmful Code” means any software, hardware or other technology, device or means, including any virus, trojan horse, worm, backdoor, malware or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the CiteRight Hosted Services or CiteRight Systems as intended by this Agreement. Harmful Code does not include any CiteRight Disabling Device.

“HST” means harmonized sales tax, or goods and services tax, imposed under the HST Act (or any provincial or territorial legislation imposing sales tax or harmonized sales tax).

“HST Act” means Part IX of the *Excise Tax Act* (Canada).

“Indemnitee” has the meaning set forth in Section 13.3.

“Indemnitor” has the meaning set forth in Section 13.3.

“Initial Term” has the meaning set forth in Section 10.1.

“IP Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trade-mark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.

“Law” means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule

of law of any Governmental Authority, whether in existence as of the Order Effective Date or promulgated thereafter, as amended or superseded.

“Losses” mean all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, disbursements and charges, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Order” means the separate ordering document(s) under which Customer subscribes to the Services pursuant to this Agreement.

“Order Effective Date” means the effective date specified in the applicable Order.

“Party” (and the term **“Parties”**) has the meaning set forth in the preamble to this Agreement.

“Permitted Use” means any use of the CiteRight Services by an Authorized User for the benefit of Customer.

“Person” means an individual, corporation, partnership, unlimited liability company, Governmental Authority, unincorporated organization, trust, association or any other entity.

“Personal Information” means any information provided by either Customer to CiteRight or collected or accessed by CiteRight in connection with the CiteRight Services that is about an identifiable individual including, without limitation, name, address, e-mail address, telephone number, proof of identity (such as signature and driver’s license number), financial and billing information (such as credit card details and credit history) and demographic information (such as age, education and occupation).

“Privacy and Security Policy” has the meaning set forth in Section 6.1.

“Privacy Law” means any applicable federal and/or, provincial law in effect in Canada governing the collection, use, disclosure and storage of Personal Information, including the *Personal Information Protection and Electronic*

Documents Act (Canada) or any equivalent provincial privacy legislation.

“Process” means to take any action or perform any operation or set of operations that the CiteRight Services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise2. provide or make available, or block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“Receiving Party” means a Party that receives or acquires Confidential Information directly or indirectly under this Agreement.

“Renewal Term” has the meaning set forth in Section 10.2.

“Representatives” means, with respect to a party, that party, its Affiliates, and their respective employees, officers, directors, consultants, agents, independent contractors, subcontractors and legal advisors.

“Resultant Data” means information, data and other content that is derived by or through the CiteRight Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

“Service Manager” has the meaning set forth in Section 2.4.

“Support and Maintenance Services” means the support and maintenance services addressed in Schedule A.

“Specifications” means the specifications for the CiteRight Services set forth in the attached Schedules.

“Subcontractor” has the meaning set forth in Section 2.6.

“Taxes” means any commodity tax, including sales, use, excise, value-added, goods and

services tax, HST, consumption or other similar tax, including penalties and interest, imposed, levied or assessed by any Governmental Authority.

“Term” has the meaning set forth in Section 10.1.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the CiteRight Services that are not proprietary to CiteRight.

Services.

2.1. Services. During the Term (as defined in Section 10.1), CiteRight shall provide to Customer and its Authorized Users the CiteRight Services the following services:

- (a) the CiteRight Services;
- (b) the Support and Maintenance Services;
- (c) such other services, as may be specified in an applicable Order; and
- (d) any incidental services not expressly set out in an Order if they are reasonably and necessarily required for the proper performance of the Services that are expressly set out in the applicable Order

except for:

- (a) Service downtime or degradation due to a Force Majeure Event;
- (b) any other circumstances beyond CiteRight's reasonable control, including use by Customer or any Authorized User of Third-Party Materials, misuse of the CiteRight Hosted Services or use of the CiteRight Services other than in compliance with the express terms of this Agreement and the Specifications; and
- (c) any suspension or termination of access to, or use, of the CiteRight Hosted Services by Customer or any Authorized User, as permitted by this Agreement.

2.2. Orders. Orders will be effective only when agreed in writing by Customer and CiteRight. Customer is required to purchase an account for each Authorized User unless otherwise specified in the

Order. Any amendments or additional Orders placed during the Term shall be coterminous with the initial Order.

2.3. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the Parties:

- (a) CiteRight has and will retain sole control over the hosting, operation, provision, management and maintenance of the CiteRight Services and CiteRight Materials, including the: (i) CiteRight Systems; (ii) location(s) where any of the CiteRight Services are performed; (iii) selection, deployment, modification and replacement of the CiteRight Service Software; and (iv) performance of Support Services and Service maintenance, upgrades, corrections and repairs; and
- (b) Customer has and will retain sole control over the operation, management and maintenance of, and all access to and use of, the Customer Systems, and sole responsibility for all access to, and use of, the CiteRight Hosted Services and CiteRight Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to CiteRight; (ii) results obtained from any use of the CiteRight Services or CiteRight Materials; and (iii) conclusions, decisions or actions based on such use.

Notwithstanding anything to the contrary in this Agreement, all CiteRight Services, including all Processing of Customer Data by or on behalf of CiteRight, shall be provided by CiteRight solely from within, and on computers, systems, networks and other infrastructure located in Canada.

2.4. Service Management. Each Party shall, throughout the Term, maintain within its organization a service manager to serve as such Party's primary point of contact for day-to-day communications, consultation and decision-making regarding the CiteRight Services (each, a "**Service Manager**"). Each Service Manager shall be responsible for providing all day-to-day consents and approvals on behalf of such Party under this Agreement. Each Party shall ensure that its Service Manager has the requisite organizational authority, skill, experience and

other qualifications to perform in such capacity. Each Party shall use commercially reasonable efforts to maintain the same Service Manager in place throughout the Term. If either Party's Service Manager ceases to be employed by such Party or such Party otherwise wishes to replace its Service Manager, such Party shall promptly name a new Service Manager by written notice to the other Party.

2.5. Changes. CiteRight reserves the right, in its sole discretion, to make any changes to the CiteRight Services and CiteRight Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of CiteRight's services to its customers; (ii) the competitive strength of or market for CiteRight's services; or (iii) the cost efficiency or performance of the CiteRight Services; or (b) to comply with applicable Law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to the CiteRight Services. No requested changes will be effective unless and until memorialized in a written change order signed by both Parties, except that Customer may increase or decrease the number of Authorized Users for any CiteRight Services without a written change order.

2.6. Subcontractors. CiteRight may, from time to time, in its discretion engage third parties to perform CiteRight Services (each, a "**Subcontractor**"). CiteRight will:

- (a) remain primarily responsible for performance of its obligations under this Agreement;
- (b) ensure that each Subcontractor is subject to confidentiality obligations no less strict than the confidentiality obligations of CiteRight hereunder;
- (c) provide to Customer a list of all Subcontractors with access to, or providing hosting services in respect of, Customer Data;
- (d) be responsible and liable for the acts and omissions of each Subcontractor in the scope of its performing any CiteRight Services to the same extent as if such acts or omissions were by CiteRight or its employees; and
- (e) be responsible for all fees and expenses payable to any Subcontractor, including, if applicable, withholding of income taxes, and the payment and withholding of payroll taxes,

unemployment insurance, workers' compensation insurance payments, employer health tax and disability benefits.

2.7. Suspension or Termination of CiteRight Services.

CiteRight may, directly or indirectly, and by use of a Disabling Device or any other lawful means, suspend, terminate or otherwise deny access to, or use of, all or any part of the CiteRight Services or CiteRight Materials by Customer, any Authorized User or any other Person, without incurring any resulting obligation or liability, if:

- (a) CiteRight receives a Governmental Order that expressly or by reasonable implication requires CiteRight to do so; or
- (b) CiteRight believes, in its good faith, that:
 - (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, accessed or used the CiteRight Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Specifications;
 - (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the CiteRight Services; or
 - (iii) this Agreement expires or is terminated.

This Section 2.7 does not limit any of CiteRight's other rights or remedies, whether at Law, in equity or under this Agreement.

3. Authorization and Customer Restrictions

3.1. Authorization. Subject to and conditional on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, CiteRight hereby authorizes Customer to access and use, solely during the Term, the CiteRight Hosted Services, CiteRight Service Software and such CiteRight Materials as CiteRight may supply or make available to Customer solely for the Permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement as well as the Acceptable Use Policy set forth in Exhibit 3. This authorization is non-exclusive and, other than as

may be expressly set forth in Section 16.9, non-transferable.

3.2. Authorization Limitations and Restrictions.

Customer shall not, and shall not permit any other Person to, access or use the CiteRight Services or CiteRight Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the CiteRight Services or CiteRight Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any CiteRight Services or CiteRight Materials to any Person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the CiteRight Services or CiteRight Materials, or any part thereof;
- (d) bypass or breach any Disabling Device, security device or protection used by the CiteRight Services or CiteRight Materials or access or use the CiteRight Services or CiteRight Materials other than by an Authorized User through the use of his or her own then-valid Access Credentials;
- (e) knowingly input, upload, transmit or otherwise provide to or through the CiteRight Services or CiteRight Systems any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;
- (f) knowingly damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the CiteRight Services, CiteRight Systems or CiteRight's provision of services to any third party, in whole or in part;
- (g) remove, delete, alter or obscure any trademarks, Specifications, Documentation, EULA, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from any CiteRight Services or

CiteRight Materials, including any copy thereof;

- (h) knowingly access or use the CiteRight Services or CiteRight Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any IP Right, contractual agreement, or other right of any third party, or that violates any applicable Law;
- (i) knowingly access or use the CiteRight Services or CiteRight Materials for purposes of competitive analysis of the CiteRight Services or CiteRight Materials, or for the development, provision or use of a competing software service or product; or
- (j) otherwise access or use the CiteRight Services or CiteRight Materials beyond the scope of the authorization granted under Section 3.1.

4. Customer Obligations.

4.1. Customer Systems and Cooperation. Customer shall at all times during the Term:

- (a) set up, maintain and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the CiteRight Services are accessed or used;
- (b) provide CiteRight Personnel with such access to Customer's premises and Customer Systems as is necessary for CiteRight to perform the CiteRight Services in accordance with the Availability Requirement and Specifications; and
- (c) provide all cooperation and assistance as CiteRight may reasonably request to enable CiteRight to exercise its rights and perform its obligations under and in connection with this Agreement.

4.2. Effect of Customer Failure or Delay. CiteRight is not responsible or liable for any delay or failure of performance to the extent such delay or failure of performance is caused by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

4.3. Corrective Action and Notice. If Customer becomes aware of any activity prohibited by Section 3.2, Customer shall, and shall cause its

Authorized Users to, immediately: (a) take commercially reasonable and lawful measures within their respective control that are necessary to stop the activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the CiteRight Services and CiteRight Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access, other than data contained on backup systems as part of normal course backup processes); and (b) notify CiteRight of any such activity.

Data Backup

5.1. The CiteRight Systems are programmed to perform routine data backups ("**Backup Policy**"). CiteRight will deliver to Customer its then most current backups of Customer Data as requested by the Customer from time to time. In the event of any loss, alteration, destruction, damage or corruption of Customer Data caused by the CiteRight Systems or CiteRight Services, CiteRight will, as its sole obligation and liability and as Customer's sole remedy, use best efforts to restore the Customer Data from CiteRight's then most current backup of such Customer Data.

5.2. CITERIGHT'S BACKUP POLICY IS INTENDED SOLELY TO PROTECT CUSTOMER DATA COLLECTED BY CITERIGHT DURING THE PROVISION OF CITERIGHT SERVICES. CITERIGHT'S BACKUP POLICY DOES NOT REPLACE THE NEED FOR THE CUSTOMER TO MAINTAIN ITS OWN REGULAR DATA BACKUPS AND/OR REDUNDANT DATA ARCHIVES. CITERIGHT HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA WHERE SUCH ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION IS NOT CAUSED BY THE CITERIGHT SYSTEMS OR CITERIGHT SERVICES.

Security

6.1. CiteRight Systems and Security Obligations.

CiteRight will employ security measures in accordance with CiteRight's data privacy and security policy as amended from time to time, a current copy of which is set forth in the attached Privacy and Security Policy (the "**Privacy and Security Policy**"), which security measures will at all times be no less than industry standard security measures for like data. CiteRight will not

amend or change the Privacy and Security Policy in a manner that degrades the security and privacy protections in the Privacy and Security Policy.

6.2. Data Breach Procedures. CiteRight maintains a data breach plan in accordance with all Laws and the criteria set forth in CiteRight's Privacy and Security Policy and shall implement the procedures required under such data breach plan on the occurrence of a "Data Breach" (as defined in such plan).

6.3. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its accuracy and use by Customer; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the CiteRight Services; (c) Customer Systems; and (d) the use of Access Credentials of Customer and its Authorized Users.

6.4. Access and Security. Customer shall employ commercially reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to, or use of, the CiteRight Hosted Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the CiteRight Hosted Services.

7. Personal Information

7.1. Permitted Use. CiteRight shall not cause or permit any Personal Information to be used or Processed in any manner or for any purpose other than the performance of the CiteRight Services in compliance with the obligations and restrictions set forth in this Agreement and all applicable Laws.

7.2. Ownership and Treatment of Personal Information. As between Customer and CiteRight, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Personal Information. Without limiting any other representation, warranty, condition or obligation of CiteRight under this Agreement, CiteRight represents, warrants and covenants that:

- (a) during the Term and thereafter in perpetuity, CiteRight will not use, Process or otherwise

undertake or refrain from any act with respect to any Personal Information in any manner, including any actual or attempted Processing thereof, except for the sole purpose of performing the CiteRight Services and in compliance with:

- (i) the express terms and conditions of this Agreement;
- (ii) Customer's then-current privacy and security policies; and
- (iii) all applicable Laws (including all then-current and applicable Laws relating to spamming, commercial electronic messages (CEMs), and consumer and data protection);

(b) except as Customer or an Authorized User may submit to CiteRight Personnel for purposes of Customer's or such Authorized User's use of the Services, CiteRight will not under or in connection with this Agreement or any transaction or arrangement hereunder collect any Personal Information from or in connection with Customer's or any Authorized User's access to or use of the Services, or through any access CiteRight may have to the Customer Systems, including through any cookies, applets, beacons, or other data-mining methods or technologies; and

(c) CiteRight shall immediately notify Customer in writing when CiteRight becomes aware of any unauthorized access, use or other act respecting Personal Information or if CiteRight becomes the subject of any government, regulatory, or other investigation or proceeding relating to its privacy, data security, or handling practices.

8. IP Rights.

8.1. Reservation of Rights. All right, title and interest in and to the CiteRight Services, CiteRight Materials and Third-Party Materials, including all IP Rights therein, are and will remain with CiteRight and the respective rights holders in the Third-Party Materials. Customer acknowledges and agrees that it has no right, license or authorization with respect to any of the CiteRight Services, CiteRight Materials or Third-Party Materials (including any IP Rights therein) except as expressly set forth in Section 3.1 or the applicable third-party license, in each case

subject to Section 3.2. All other rights in and to the CiteRight Services, CiteRight Materials and Third-Party Materials are expressly reserved by CiteRight and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to CiteRight an assignment of all right, title and interest in and to the Resultant Data, including all IP Rights relating thereto.

8.2. Customer Data. As between Customer and CiteRight, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all IP Rights relating thereto, subject to the rights and permissions granted in Section 8.3.

8.3. Consent to Use Customer Data. Customer hereby grants a limited right to use Customer Data:

- (a) to CiteRight, its Subcontractors and CiteRight Personnel only to the extent necessary to perform the CiteRight Services pursuant to this Agreement. Such rights include the rights to display and distribute Customer Data and to modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) and reproduce such Customer Data to enable CiteRight to operate the CiteRight Service; and
- (b) to CiteRight as are necessary to enforce this Agreement and exercise its rights and perform its obligations hereunder.

Such limited rights and as contemplated herein shall be royalty free, worldwide.

8.4. Rights in Customer Data. Customer represents and warrants to CiteRight that:

- (a) Customer holds the legal rights and authority to submit Customer Data to CiteRight; and
- (b) All such Customer Data complies with CiteRight's Acceptable Use Policy.

9. Confidentiality.

9.1. Confidential Information. In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the

"**Receiving Party**"). Subject to Section 9.1(c), "**Confidential Information**" means:

- (a) any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, applications, business plans, customer lists, customer names, data, databases, designs, development efforts, documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know how, ideas, inventions, market information, marketing plans, object code, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information, whether or not designated as "confidential," "proprietary" or some similar designation (collectively, the "**Disclosed Materials**");
- (b) any information otherwise obtained, directly or indirectly, by a Receiving Party through inspection, review or analysis of the Disclosed Materials. Confidential Information may also include information of a third party that is in the possession of one of the Parties and is disclosed to the other Party under this Agreement; and
- (c) the financial terms of this Agreement.

As it relates to Customer, Customer Data will constitute Confidential Information of Customer.

9.2. Exclusions. Confidential Information does not include information that:

- (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party;
- (b) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party;
- (c) was already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; or
- (d) is obtained by the Receiving Party from a third party lawfully in possession of such

information and without a breach of such third party's obligations of confidentiality.

9.3. Confidentiality and Use.

- (a) Each Party agrees not to use any Confidential Information of the other Party for any purpose except to evaluate and engage in discussions concerning the Agreement or to carry out such parties rights or obligations under the Agreement.
- (b) Each Party agrees not to disclose any Confidential Information of the other Party, except that, subject to Section (d) below, a Receiving Party may disclose the Disclosing Party's Confidential Information to those employees of the Receiving Party who have a need to know such information in order to carry out such Party's rights or obligations under the Agreement.
- (c) If a Receiving Party is required by Law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, such Receiving Party may only furnish that portion of the Confidential Information that the Receiving Party is legally compelled or is otherwise legally required to disclose; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief.
- (d) Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the other Party's Confidential Information.

9.4. Maintenance of Confidentiality

- (a) Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care. The Receiving Party shall promptly notify the Disclosing

Party of any use or disclosure of Disclosing Party's Confidential Information in violation of this Agreement of which the Receiving Party becomes aware.

9.5. Feedback

- (a) Notwithstanding anything to the contrary in this Agreement, to the extent
 - (i) Customer provides CiteRight with any ideas or other suggestions, whether or not patentable that directly concern enhancements, improvements or other changes to the CiteRight Service Software, including but not limited to its algorithms or functionality, or any of CiteRight's Confidential Information; or
 - (ii) CiteRight derives any ideas, learnings, know-how, methods, systems, improvements, or discoveries directly concerning the CiteRight Service Software (such ideas, suggestions, or learnings, "**Feedback**"),

CiteRight shall have all right, title and interest in and to such Feedback, and Customer hereby assigns to CiteRight all right, title and interest in and to such Feedback. For greater certainty, Feedback shall not include any Customer Confidential Information. CiteRight shall have no obligation to treat Feedback as Customer's Confidential Information as set forth in this Agreement and may use Feedback, provided that under no circumstances shall CiteRight make public any information regarding Customer's clients or any information from which a person may be able to foreseeably deduce any of the Customer's clients. Notwithstanding the foregoing, Customer shall have no liability to, and CiteRight shall indemnify and hold Customer harmless from, any Losses sustained as a result of CiteRight's use of the Feedback.

10. Term and Termination.

- 10.1. Initial Term. The initial term of this Agreement commences upon the initial Order Effective Date and, unless terminated earlier pursuant to any of this Agreement's express

provisions, will continue for as long as there is an Order in effect (the “**Initial Term**”).

10.2. Renewal. Unless otherwise specified in the Order Form, each Order placed under this Agreement will automatically renew for additional successive terms of the same length as the Initial Term unless earlier terminated pursuant to this Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”).

10.3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) CiteRight may terminate this Agreement, effective on written notice to Customer, if Customer:

(i) fails to pay any amount when due hereunder, and such failure continues more than thirty days after CiteRight’s delivery of written notice thereof; or

(ii) materially breaches any of its obligations under Section 3 .

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach:

(i) is incapable of cure; or

(ii) being capable of cure, remains uncured thirty days after the non-breaching Party

provides the breaching Party with written notice of such breach;

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other party, if the other Party:

(i) fails to pay its debts generally as they become due or otherwise acknowledges its insolvency;

(ii) ceases to carry on business in the ordinary course;

(iii) makes a general assignment for the benefit of its creditors;

(iv) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law;

(v) commences or institutes any application, proceeding or other action under any Law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar Laws, seeking:

(A) to have an order for relief entered with respect to it;

(B) to adjudicate it as bankrupt or insolvent;

(C) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, compromise, arrangement, stay of proceedings of creditors generally, or other relief with respect to it or its assets or debts; or

(D) appointment of a receiver, interim receiver, receiver and manager, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets.

10.4. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement,

or an Order, as applicable, except as expressly otherwise provided in this Agreement:

- (a) all rights, licenses, consents and authorizations granted by either Party to the other hereunder will immediately terminate;
- (b) CiteRight shall immediately cease all use of any Customer Data or Customer's Confidential Information and
 - (i) promptly return to Customer, or at Customer's written request, destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and
 - (ii) permanently erase all Customer Data and Customer's Confidential Information from CiteRight Systems;
- (c) Customer shall immediately cease all use of any CiteRight Services or CiteRight Materials and
 - (i) promptly return to CiteRight, or at CiteRight's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any CiteRight Materials or CiteRight's Confidential Information; and
 - (ii) permanently erase all CiteRight Materials and CiteRight's Confidential Information from all computer systems that Customer directly or indirectly controls, other than CiteRight Materials and Confidential Information stored on back-up systems created in the normal course.
- (d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:
 - (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable Law;
 - (ii) CiteRight may retain Customer Data in its then current state and solely to the extent

and for so long as required by applicable Law;

- (iii) Customer may retain CiteRight Materials in its then current state and solely to the extent and for so long as required by applicable Law;
- (iv) CiteRight may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course; and
- (v) all information and materials described in this Section 10.4(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement;
- (e) CiteRight may disable all Customer and Authorized User access to the CiteRight Hosted Services and CiteRight Materials; and
- (f) if Customer terminates this Agreement under Section 10.3(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and CiteRight will refund to Customer Fees paid in advance for Services that CiteRight has not performed as of the effective date of termination.

10.5. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3, Section 9, Section 10.4, this Section 10.5, Section 11, Section 13, Section 14 and Section 15.3.

11. Fees; Payment Terms.

- 11.1. Fees. Customer shall pay CiteRight the Fees in accordance with this Section 11.
- 11.2. Non-refundable and No Cancellation. Except as specifically set forth in this Agreement, all Orders, including all payment obligations thereunder, are non-cancelable and all payments made are non-refundable.
- 11.3. Fees during Renewal Terms. The Fees are fixed during the Initial Term (as defined in

Section 10.1). Unless otherwise indicated in the Order Form, CiteRight may increase Fees for any Renewal Term (as defined in Section 10.2) by providing written notice to Customer at least 60 calendar days before the commencement of any such Renewal Term.

11.4. Taxes. Unless otherwise specified, all Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all HST/GST, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or territorial governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on CiteRight's income.

11.5. Payment. Customer shall pay all undisputed Fees on the date specified on the invoice therefor, except for any amounts disputed by Customer in good faith, within thirty (30) days of the date of the applicable invoice, unless otherwise set forth in the applicable Order. Customer shall make payments to the address or account specified in the applicable invoice in Canadian dollars by cheque, credit card, wire transfer or electronic funds transfer.

11.6. Disputed Fees. If Customer disputes any portion of Fees set forth on any invoice, Customer shall within thirty (30) days of the date of the applicable invoice

(a) pay the undisputed portion of Fees on said invoice and

(b) notify CiteRight, in writing, of its basis for contesting the disputed Fees.

The Parties agree to discuss any dispute within ten (10) days of CiteRight's receipt of such notification. If necessary, CiteRight shall provide an amended invoice to Customer after the discussion and Customer will pay such invoice

within the time period set forth in the applicable Order.

11.7. Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer

(a) must provide the purchase order number at the time of purchase and

(b) agrees that any terms and conditions on any such purchase order are null and void and will not apply to Customer's procurement of the Services or any other subject matter of this Agreement.

11.8. Late Payment. Except for invoiced payments that Customer has in good faith disputed, if Customer fails to make any payment when due, then, in addition to all other remedies that may be available:

(a) Customer shall reimburse CiteRight for all reasonable costs incurred by CiteRight in collecting any undisputed late payments or interest; and

(b) if such failure continues for 30 days following written notice thereof, CiteRight may suspend performance of the CiteRight Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

11.9. No Deductions or Set-Offs. All amounts payable to CiteRight under this Agreement shall be paid by Customer to CiteRight in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law or any

deduction for any amounts disputed by Customer in good faith).

or any privacy or other rights of any third party or violate any applicable Law.

12. Representations and Warranties.

12.1. Mutual Representations and Warranties.

Each Party represents and warrants to the other Party that:

- (a) it is a corporation or partnership incorporated or formed and validly existing in the jurisdiction of its incorporation or formation;
- (b) it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
- (c) the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action; and
- (d) when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or similar laws related to or affecting creditors' rights generally or the effect of general principles of equity.

12.2. Additional CiteRight Representations, Warranties and Covenants.

CiteRight represents, warrants and covenants to Customer that it will perform the CiteRight Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

12.3. Additional Customer Representations, Warranties and Covenants.

Customer represents, warrants and covenants to CiteRight that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by CiteRight and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any IP Rights,

12.4. DISCLAIMER OF CONDITIONS AND WARRANTIES.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1, SECTION 12.2 AND SECTION 12.3, ALL SERVICES AND CITERIGHT MATERIALS ARE PROVIDED "AS IS" AND CITERIGHT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CITERIGHT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CITERIGHT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR CITERIGHT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (A) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (B) OPERATE WITHOUT INTERRUPTION; (C) ACHIEVE ANY INTENDED RESULT; (D) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES; OR (E) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Indemnification.

13.1. CiteRight Indemnification. CiteRight shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any Actions by a third party (other than an Affiliate of a Customer Indemnitee) to the extent that such Losses arise from any allegation in such Action that Customer's or an Authorized User's use of the CiteRight Services (excluding Customer Data and Third-Party Materials) in compliance with this Agreement (including the Specifications)

infringes an IP Right protected in Canada. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:

- (a) material breach of Customer's obligations under Section 3.2;
- (b) access to, or use of, the CiteRight Services or CiteRight Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by CiteRight;
- (c) modification of the CiteRight Services or CiteRight Materials other than: (i) by or on behalf of CiteRight; or (ii) with CiteRight's written approval in accordance with CiteRight's written specification; or
- (d) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of CiteRight.

13.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless CiteRight and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors and permitted assigns (each, a "**CiteRight Indemnitee**") from and against any and all Losses incurred by such CiteRight Indemnitee in connection with any Action by a third party (other than an Affiliate of a CiteRight Indemnitee) to the extent that such Losses arise out of or relate to any:

- (a) Customer Data, including any Processing of Customer Data by or on behalf of CiteRight in accordance with this Agreement;
- (b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including CiteRight's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by CiteRight;
- (c) allegation of facts that, if true, would constitute Customer's breach of any of its

representations, warranties, covenants or obligations under this Agreement; or

- (d) negligence or more culpable act or omission (including recklessness or wilful misconduct) by Customer, any Authorized User or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

13.3. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified under Section 13.1 or Section 13.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 13.3 will not relieve the Indemnitor of its obligations under this Section 13 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

13.4. Mitigation. If any of the CiteRight Services or CiteRight Materials are, or in CiteRight's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party IP Right, or if Customer's or any Authorized User's use of the CiteRight Services or CiteRight Materials is enjoined or threatened to be enjoined, CiteRight shall promptly notify Customer of such fact in writing and, at its option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the CiteRight Services and CiteRight Materials to the full extent contemplated by this Agreement and the Specifications; or
- (b) modify or replace the CiteRight Services and CiteRight Materials, in whole or in part, to seek to make the CiteRight Services and CiteRight Materials (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute CiteRight Services and CiteRight

Materials, as applicable, under this Agreement;

provided that, if neither of the remedies set forth above is reasonable available with respect to the allegedly infringing features, then CiteRight may, by written notice to Customer, terminate this Agreement with respect to all or part of the CiteRight Services and CiteRight Materials, and require Customer to immediately cease any use of the CiteRight Services and CiteRight Materials or any specified part or feature thereof, *provided that*, if such termination occurs before one year after the Effective Date, subject to Customer's compliance with its post-termination obligations set forth in Section 10.4, Customer will be entitled to a refund of any fees that have been prepaid, on a pro-rata basis.

THIS SECTION 13 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CITERIGHT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND CITERIGHT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY IP RIGHT.

14. Limitations of Liability.

14.1. EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.3, IN NO EVENT WILL CITERIGHT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA; (d) BREACH OF DATA OR SYSTEM SECURITY; OR (e) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES

WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2. CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CITERIGHT AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AMOUNTS THAT CUSTOMER HAS ALREADY PAID TO CITERIGHT. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3. Exceptions. The exclusions and limitations in Section 14.1 and Section 14.2 do not apply to CiteRight's obligations under Section 13 (Indemnification) or liability for CiteRight's gross negligence or willful misconduct.

15. Force Majeure.

15.1. No Breach or Default. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any:

- (a) acts of God;
- (b) flood, fire, earthquake, tsunami or explosion;
- (c) war, terrorism, invasion, riot or other civil unrest;
- (d) embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labour stoppages or slowdowns or other industrial disturbances;
- (g) passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import

restriction, quota or other restriction or prohibition, or any complete or partial government shutdown; or

- (h) national or regional shortage of adequate power or telecommunications or transportation facilities; or
- (i) any other event that is beyond the reasonable control of such party

(each of the foregoing, a “**Force Majeure Event**”).

15.2. Affected Party Obligations. A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15.3. Customer Performance; Right to Terminate. In the event of a Force Majeure Event affecting CiteRight’s performance under this Agreement, Customer may suspend its performance hereunder until such time as CiteRight resumes full performance in accordance with this Agreement and the Specifications. The non-affected Party may terminate this Agreement if a Force Majeure Event continues for a period of ninety days or more. Unless this Agreement is terminated in accordance with this Section 15.2, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

16. Miscellaneous.

16.1. Further Assurances. Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

16.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

16.3. Public Announcements. Neither Party shall issue or release any announcement,

statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other Party’s trade-marks, trade dress, brand names, logos, corporate names and domain names or other similar designations of source, sponsorship, association or origin, in each case, without the prior consent of the other Party, *provided that* CiteRight may, without Customer’s consent, include Customer’s name in its lists of CiteRight’s current or former customers of CiteRight in promotional and marketing materials.

16.4. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (in either case, with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated in the attached Schedules or Order, as the case may be or below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 16.4)

If to CiteRight: CiteRight Inc.
Suite 1002, 10 Dundas St E
Toronto, ON
M5B 2G9

Email: support@citeright.net

Attention: Aaron Wenner, CEO

16.5. Interpretation. For purposes of this Agreement: (a) the words “include”, “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein”, “hereof”, “hereby”, “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Unless

otherwise stated, all dollar amounts referred to in this Agreement are stated in Canadian currency.

16.6. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

16.7. Time of the Essence. The Parties acknowledge and agree that time is of the essence with respect to this Agreement.

16.8. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any exhibit, schedule, attachment or appendix (other than an exception expressly set forth as such therein), the following order of precedence shall govern: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

16.9. Assignment. Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior

written consent, which consent shall not be unreasonably withheld or delayed; provided, however, either Party may assign this Agreement in its entirety (together with all Orders), without the other Party's consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment, delegation or transfer in violation of this Section 16.9 is void. This Agreement is binding upon and enures to the benefit of the Parties hereto and their respective permitted successors and assigns.

16.10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16.11. Amendment and Modification: Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16.12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16.13. Governing Law: Forum Selection. This Agreement and all exhibits and schedules attached hereto and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the Laws of the province of Ontario and the federal laws of Canada applicable therein. Any Action arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the courts of the province of Ontario, and each

Party irrevocably submits to the exclusive jurisdiction of such courts in any such Action. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any Action brought in any such court. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

16.14. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

16.15. Choice of Language. The Parties confirm that it is their express wish that this Agreement, as well as any other documents related to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

Schedule A

Service Levels, Service Credits and Support and Maintenance Services

1. Service Levels. CiteRight will use commercially reasonable efforts to make the CiteRight Services available for access and use by Customer and its Authorized Users (“**Available**”) at least 99.9% of the time as measured over the course of each calendar month during the Term, excluding unavailability of the CiteRight Services due to Scheduled Downtime (as defined below) or any of the Exceptions (as defined below).

“**Exceptions**” mean performance or availability issues: (a) due to a Force Majeure Event; (b) that result from the use of services, hardware, or software not provided by CiteRight, including issues resulting from inadequate bandwidth or related to third-party software or services; (c) during or with respect to beta or trial versions of the Cloud Services, features or software; (d) that result from Customer’s unauthorized action or lack of action when required, or from Customer’s employees, agents, contractors, or vendors, or anyone gaining access to CiteRight’s network by means of Customer passwords or equipment, or otherwise resulting from Customer’s failure to follow appropriate security practices; or (e) that result from Customer’s failure to adhere to any required configurations, use supported platforms, or follow any policies for acceptable use, or from Customer’s use of the CiteRight Services in a manner inconsistent with the features and functionality of the CiteRight Services (for example, attempts to perform operations that are not supported) or inconsistent with the Documentation.

2. Claims.

- 2.1. In order for CiteRight to consider a claim for Service Credit, Customer must submit the claim

to CiteRight customer support including all information necessary for CiteRight to validate the claim, including: (i) a detailed description of the incident; (ii) information regarding the time and duration of the downtime; (iii) the number and location(s) of affected Authorized Users (if applicable); and (iv) descriptions of attempts to resolve the incident at the time of occurrence.

- 2.2. CiteRight must receive the claim by the end of the calendar month following the month in which the incident occurred. For example, if the incident occurred on February 15th, CiteRight must receive the claim and all required information by March 31st.

- 2.3. CiteRight will evaluate all information reasonably available to CiteRight and make a good faith determination of whether a Service Credit is owed. CiteRight will use commercially reasonable efforts to process claims during the subsequent month and within thirty (30) days of receipt. Customer must be in compliance with this Agreement in order to be eligible for a Service Credit.

3. Service Credits.

- 3.1. If CiteRight determines that a Service Credit is owed to Customer pursuant to **paragraph 2** above, CiteRight shall apply the Service Credit to Customer as set forth in the table below (each, a “**Service Credit**”).

Service Level	Service Credit (% of (i) the monthly fee or (ii) 1/12 th of the annual subscription fee, as applicable)
Less than 99.9% but not less than 99.0%	10%
Less than 99.0% but not less than 98.0%	25%
Less than 98.0% but not less than 95.0%	50%
Less than 95.0%	100%

3.2. Service Credits are Customer's sole and exclusive remedy for any performance or availability issues under this Agreement. Customer may not unilaterally offset for any performance or availability issues.

3.3. The Service Credits awarded with respect to any billing month will not, under any circumstance, exceed the fees for the CiteRight Services in such billing month.

4. Termination. Customer may terminate this Agreement, effective on written notice to CiteRight, in the event the CiteRight Services are Available less than 99.0% in any three months during any consecutive six (6) month period. In such an event, CiteRight will issue Customer a refund equal to the balance of any prepaid amount.

5. Service Monitoring, Management and Reporting. CiteRight shall continuously monitor and manage the Cloud Services. CiteRight will provide notifications to Customer when an issue begins, while the issue is ongoing and when the issue has been resolved.

6. Scheduled Downtime. CiteRight schedules downtime for routine maintenance of the CiteRight Services on a monthly basis between the hours of 11:00 p.m. on Saturday and 5:00 a.m. on Sunday ("**Scheduled Downtime**"). All times are local time for the applicable data center. Since routine maintenance does not occur during every Scheduled Downtime window, CiteRight shall use commercially reasonable efforts to provide prior notice to Customer at least forty-eight

(48) hours before Scheduled Downtime during which such maintenance is expected to occur.

Emergency Maintenance. CiteRight reserves the right to perform emergency maintenance services at any time and without prior notice to Customer; provided that, CiteRight will use commercially reasonable efforts to provide prior notice to Customer. For the sake of clarity, emergency maintenance shall not be considered an Exception.

8. Support. The Services include the Support and Maintenance Services as defined as CiteRight Services Care and described in the Support and Maintenance Services Terms then in effect, a current version of which is included as Schedule D (the "**Support and Maintenance Services Terms**").

CiteRight may amend the Support and Maintenance Services Terms from time to time in its sole discretion; provided that, no such modification will materially degrade the level of service or other benefits provided to Customer under the version of the Support and Maintenance Services Terms in place as of the date of this Agreement, unless such modification has been agreed upon in writing by Customer. In the event the Support and Maintenance Services Terms contain an equivalent term as that in this Agreement, or there is a conflict between a term in the Support and Maintenance Services Terms and this Agreement, the terms in this Agreement shall prevail.

Pre-Production, Development, Testing and Similar Environments. The service levels and Service Credits set forth in this Schedule A do not apply to Customer's pre-production, development, testing or similar environments.

Schedule B

Privacy and Security Policy

1. Purpose. This Schedule B summarizes the technical and organizational measures that CiteRight presently has implemented to protect Customer Data from5. accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. CiteRight may adapt such measures from time to time, for example, as a result of the development of regulations, technology and other industry considerations. In any event, the implemented technical and organizational measures shall ensure a level of security appropriate to the risks presented by the Processing and the nature of the Customer Data to be protected, taking also into account the state of technology and costs of implementation.
 2. Information Security Management System (the "ISMS"). CiteRight maintains a written information security management program designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. The ISMS may be updated from time to time based on changes in applicable legal and regulatory requirements, best practices and industry standards related to privacy and data security.
 3. Standards. CiteRight uses commercially reasonable and appropriate methods and safeguards to protect the confidentiality, availability and integrity of Customer Data. CiteRight's information security practices have been designed to leverage best practices for securing Customer Data as identified in ISO 27001 and ISO 27017 (or substantially equivalent or replacement standards) or other generally accepted authoritative standards (e.g., SSAE 16, SOC2).
 4. CiteRight Personnel. CiteRight maintains written policies and procedures that address the roles and responsibilities of CiteRight Personnel, including both technical and non-technical personnel, who have access to Customer Data in connection with providing the Cloud Services. All CiteRight Personnel with access to Customer Data receive annual training on the ISMS. CiteRight ensures that access rights are revoked for all CiteRight Personnel immediately upon the termination of their employment, contractual or other relationships with CiteRight.
- Information Security Infrastructure.
- 5.1. Asset Inventory. CiteRight maintains inventories of all computing equipment and media used in connection with the Processing of Customer Data. Access to such inventories is restricted to authorized CiteRight Personnel.
 - 5.2. Access Controls for CiteRight Personnel.
 - (a) Access Policy. CiteRight enforces an access control policy (physical, technical and administrative) based on least privileges principles.
 - (b) Access Authorization.
 - (i) CiteRight maintains an authorization management system designed to ensure that only authorized CiteRight Personnel (technical and non-technical) are granted access to systems containing Customer Data.
 - (ii) All CiteRight Personnel accessing systems containing Customer Data have a separate, unique username. Deactivated and expired usernames are not recycled or otherwise granted to other individuals.
 - (iii) CiteRight restricts access to Customer Data solely to CiteRight Personnel who have a need to access the Customer Data in connection with the CiteRight Services or as otherwise required by applicable Law.
 - 5.3. Authentication.
 - (a) CiteRight uses industry standard practices, including strong authentication, to identify and authenticate all CiteRight Personnel who

attempt to access CiteRight network or information systems.

(i) Where authentication credentials of CiteRight Personnel are based on passwords, CiteRight requires that such passwords meet minimum requirements for length and complexity. CiteRight maintains practices designed to ensure the confidentiality and integrity of passwords when assigned, distributed and stored.

(ii) Accounts of CiteRight Personnel are locked out in case of repeated attempts to gain access to the information system using an invalid password.

5.4. Encryption. CiteRight encrypts Customer Data at rest within the CiteRight Services using ciphers at least as strong as 256-bit AES. Customer Data in transit to and from the CiteRight Services is transferred to/from the CiteRight Services across encrypted network connections and/or protocols (*i.e.*, HTTPS and/or VPN). Backups of Customer Data are encrypted and stored in a secondary data center.

5.5. Network and Host Security.

(a) Network Security. CiteRight utilizes an enterprise-class security information and event management (SIEM) system and maintains firewalls and other control measures (*e.g.*, security appliances, network segmentation) to provide reasonable assurance that access from and to its networks is appropriately controlled.

(b) Security Updates. CiteRight uses reasonable efforts to ensure that the CiteRight Services operating systems and applications that are associated with Customer Data are patched and otherwise secured to mitigate the likelihood and impact of security vulnerabilities in accordance with CiteRight patch management processes and within a reasonable time after CiteRight has actual or constructive knowledge of any critical or high-risk security vulnerabilities.

(c) Malicious Software. CiteRight maintains anti-malware controls to help prevent malicious software from causing accidental or unlawful

destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data.

5.6. Physical Security.

(a) CiteRight maintains physical security safeguards at any facilities where CiteRight hosts Customer Data. Physical access to such facilities is only granted following a formal authorization procedure and access rights are reviewed periodically.

(b) Such facilities are rated as Tier 3 data centers or greater, and access to such facilities must be limited to identified and authorized individuals. Such facilities use a variety of industry standard systems to protect against loss of data due to power supply failure, fire and other natural hazards.

5.7. Backups. CiteRight provides 24/7 managed backup services that include Customer Data stored in the primary site backed up on at least a daily basis to a secondary site. CiteRight provides backup services for all components of the solution included in the Cloud Services. Backups are maintained for a period of ninety (90) days in the primary data center, and ninety (90) days in the secondary data center.

(a) Data Management. CiteRight maintains commercially reasonable controls for information governance and data management in connection with the Cloud Services. CiteRight destroys, deletes, or otherwise makes irrecoverable Customer Data upon the disposal or repurposing of storage media. Customer Data for each Customer is logically separated from the Customer Data of other CiteRight customers.

Independent Assessments. On an annual basis and further subject to the Data Protection Addendum, CiteRight has an independent third-party organization conduct an independent assessment of the standards set forth in paragraph 3 of this Exhibit B. Additionally, CiteRight undergoes penetration testing, conducted by an independent third-party organization, on an annual basis.

7. Business Continuity and Disaster Recovery. CiteRight maintains a business continuity plan that is compliant with ISO 22301. CiteRight also maintains disaster recovery capabilities designed to minimize disruption to the Cloud Services. Included within these plans is disaster recovery incident management, procedures for the recovery of access

to Customer Data in the secondary data center, as well as the periodic testing/exercising of the disaster recovery plan.

8. RPO/RT0. The Recovery Point Objective (RPO) for the CiteRight Services is 4 hours and the Recovery Time Objective (RTO) for the CiteRight Services is 8 hours.
9. Customer's Responsibility. Notwithstanding anything contained in this Exhibit B, Customer understands and acknowledges that Customer is solely responsible for implementing and maintaining appropriate security measures for all systems within Customer's control.
10. Security Breach Management.

10.1. Notice. CiteRight will notify Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data (a "**Security Breach**") without undue delay after becoming aware of the Security Breach and, in any event, within 72 hours of becoming aware of such Security Breach. CiteRight will cooperate with Customer's reasonable requests for information regarding any such Security Breach, and CiteRight will provide regular updates on the Security Breach and the investigative action and corrective action taken. CiteRight's obligation to report or respond to a Security Breach is not an acknowledgement by CiteRight of any fault or liability with respect to the Security Breach.

10.2. Remediation. In the event of a Security Breach, CiteRight will, at its own expense, (i) investigate the Security Breach, (ii) provide Customer with a remediation plan to address the Security Breach and to mitigate the incident and reasonably prevent any further incidents, (iii) remediate the effects of the Security Breach in accordance with such remediation plan, and (iv) reasonably cooperate with Customer (including, but not limited to, providing audit logs) and any law enforcement or regulatory official investigating such Security Breach.

Schedule C

Acceptable Use Policy

1. Acceptable Use

1.1. You may use the CiteRight Services only for lawful purposes. Accordingly, you may only use the CiteRight Services to download any material, other than Customer Data, that you save or otherwise interact with using the CiteRight Services, including, without limitation, case law, research materials, and websites (“**Third Party Content**”) if you have the right to do so. By way of example, while some courts make their decisions freely available, many decisions are hosted on proprietary databases that place restrictions on the permanent storage of materials they provide. To be sure you have the right to download or interact with such Third Party Content, you should review any relevant agreements you may have made with the publishers of such Third Party Content. You acknowledge your responsibility to obtain all necessary consents and permissions to utilize the CiteRight Services with third-party materials and to adhere to all applicable intellectual property laws with regards to capturing, storing and copying any copyrighted materials using the Software.

1.2. By using the CiteRight Services to download and interact with Third Party Content you represent and warrant that:

- (a) you are licensed and fully cleared to use such Third Party Content as contemplated herein;
- (b) using such Third Party Content as contemplated herein does and will not, in any way, violate or breach any of these Terms of Use;
- (c) we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of your Third Party Content.

At CiteRight’s request and in accordance with CiteRight’s reasonable instructions, you will promptly delete and not use the CiteRight Services to send, knowingly receive, upload, download, use or re-use any Content that is found to violate any such pre-existing relationship

between you and the original source of the Third Party Content.

1.3. You may not use the CiteRight Services:

- (a) To send, knowingly receive, upload, download, use or re-use any Third Party Content without authorization. You may perform these actions only if you are the copyright owner, have the copyright owner’s permission, are permitted to do so under your publishing agreement or your institution’s license agreement or under appropriate license;
- (b) In any way that breaches any applicable local, national or international law or regulation;
- (c) In any way that is unlawful or fraudulent, or that advocates, promotes or assists any unlawful act, or that may deceive any person or that breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence .

1.4. You also agree:

- (a) Not to access without authority, interfere with, damage or disrupt:
 - (i) Any part of our Site;
 - (ii) Any equipment or network on which our Site is stored;
 - (iii) Our Software or any software used in the provision of our Site; or
 - (iv) Any equipment or network or software owned or used by any third party.

Schedule D

Support and maintenance terms

These terms and conditions apply in addition to those set out in the main body of a Customer's controlling agreement but only to the provision of Support and Maintenance Services.

1. Definitions

1.1. General Definitions. The following general terms describe Support and Maintenance Services and are defined here for reference.

"Business Day" shall mean Monday through Friday, excluding CiteRight recognized holidays found on the CiteRight Support Website. **"Business Hour"** shall mean 8 a.m. – 5 p.m. local time on Business Days.

"Case" shall mean a report sent by a Customer to the TSO regarding an Error.

"Cloud Customer" shall mean a Customer that is subscribed to Cloud Services under an order.

"Customer" shall mean a Customer that is subscribed to the CiteRight Services under an order.

"Error" shall mean a material failure of the CiteRight Product to conform to the published specifications.

"Fix" shall mean, in CiteRight's discretion, a temporary work-around, Patch Release, or bypass supplied by CiteRight or temporary implementation by a Customer of a data input or

operational procedure in order to diminish or avoid the effect of an Error.

"CiteRight Product" shall mean the Cloud Services or Software.

"CiteRight Support Website" shall mean the website found at <https://citeright.zendesk.com/hc/en-us>.

"Internal Technical Representative(s)" shall mean named callers of a Customer who: (i) serve as the contacts with CiteRight on all Support and Maintenance Services matters; (ii) are responsible for administration of the CiteRight Product; (iii) are employees of a Customer or a certified CiteRight partner; and (iv) have been trained or have demonstrated to be knowledgeable on the Software within ninety (90) days of the Effective Date. An Internal Technical Representative may also be referred to as an **"ITR"**.

"Priority 1 Error" shall mean the CiteRight Product is unusable, resulting in a total disruption of work or other critical impact on production operations. No workaround is available.

"Priority 2 Error" shall mean major feature/function failure of the CiteRight Product which severely restricts production operations. A workaround is available.

"Priority 3 Error" shall mean minor feature/function failure of the CiteRight Product to operate as designed, there is minor impact on usage, and a workaround is available.

"Priority 4 Error" shall mean any Error other than a Priority 1 Error, Priority 2 Error or Priority 3 Error. Examples include requests for general information, documentation, product enhancements, etc.

"Question" shall mean a technical question relating to the function of the CiteRight Product or

nontechnical question relating to the Support and Maintenance Services.

“**Response**” shall mean an acknowledgment from TSO of the receipt of a Case.

“**Software**” shall mean the software that is licensed by CiteRight.

“**Support and Maintenance Services**” shall mean the services ordered by a Customer and described herein.

“**Technical Support Organization**” shall mean a team of CiteRight product specialists in the technical support organization and may also be referred to as the “**TSO**”.

1.1. Product Release Definitions. Product versioning as it relates to Support and Maintenance CiteRight Support & Maintenance Services Terms Services is defined here for reference. The version numbering scheme set forth according to the CiteRight Product versioning policy is: (Major).(Minor).(Patch).(Build). For example, in a version label of “10.1.18.103”:

- The Major Release is 10.x
- The Minor Release is .1
- The Patch Release is .18
- The build number is 103.

“**Current Release**” shall mean the latest GA Major, Minor or Minor-Minor Release of the Software.

“**General Availability Release**” shall mean a Software release made publicly available to all Customers. All General Availability Releases are posted on the CiteRight Support Website. May also be referred to as “GA Release”.

“**Major Release**” shall mean a milestone with significant product changes and/or changes to supported platforms. Major Releases will typically be denoted with a change in the first set of digits in the release label (e.g. 10.x.x).

“**Minor Release**” shall mean a service pack which aims to address bugs, minor enhancements and minor changes to supported platforms. Minor Releases will typically be denoted with a change in the second set of digits in the release label (e.g. 10.1.x).

“**Patch Release**” shall mean a targeted Fix for a specific version which is not necessarily the latest

version of the Software. Patch Releases do not include product enhancements and supported platform updates. All Patch Releases are implicitly integrated into the next logical GA Release, if the Fix was addressed within the Software.

2. Support Coverage

2.1. Support Assistance. The TSO provides Support and Maintenance Services to the Internal Technical Representatives of Customers that are currently in payment of Support and Maintenance Services fees. The TSO is available to answer Questions. Direct installation/configuration of Customer environments or assistance in the development of custom applications for CiteRight Products is not included in Support and Maintenance Services. If a Customer wishes to acquire such assistance, such assistance is available through the CiteRight professional services group at the then-current consulting rates.

2.2. Contacting Support Customers can submit Cases by telephone, email or online using the CiteRight Support Website. Support contact information may be found on the CiteRight Support Website.

2.3. Web Support: An Internal Technical Representative may use the CiteRight Support Website to find answers, technical notes, and notifications. If the CiteRight Support Website is password-restricted, a password and an ID for access to the CiteRight Support Website may be provided to each Customer.

2.4. Telephone Support: Telephone hotline support is available to Internal Technical Representatives. Hours of operation are Monday through Friday from 8 am to 6 pm Eastern Standard Time in North America, excluding CiteRight recognized holidays found on the CiteRight Support Website.

2.5. Response Time Objectives. Upon receipt of a Case, the TSO will communicate to the Internal Technical Representative by telephone, email or support portal to assist with the Case and report the status of CiteRight’s efforts to correct an Error. Response Time Objectives are target initial response times to support requests according to the priority level of the Error and are as follows:

- Priority 1 Errors: 1 Business Hour
- Priority 2 Errors: 4 Business Hours
- Priority 3 Errors: 1 Business Day
- Priority 4 Errors: 1 Business Day

2.6. Level of Care: Customers may choose from either Standard Care or Premium Care packages.

- **Standard Care** (9x5): If a Customer has selected Standard Care, support assistance is available during Business Hours. Response Time Objectives for calls submitted outside the coverage window will apply to the next Business Day.
- **Premium Care** (8x9): If a Customer has selected Premium Care, support assistance is available during Extended Business Hours. Response Time Objectives for calls submitted outside the coverage window will apply to the next Business Day. In addition, Customers that have selected Premium Care have access to support assistance 13 hours per day for phone assistance, Monday-Friday and Sunday, and 24 hour email support from Monday to Friday and normal business hours on Saturday and Sunday for Priority 1 Errors.

3. Error Correction

3.1. Error Procedures. CiteRight will correct Errors reported by a Customer according to the procedures set forth herein. Newly received cases will be assessed through discussions with the Customer to confirm that they fulfill the criteria, and may be downgraded in priority if they do not.

- **Priority 1 Errors:** CiteRight will assign one or more engineers, as determined by the level of care selected by the Customer, to attempt to replicate the Error. If the Error can be replicated, CiteRight will: (1) commence work to provide the Customer with a Fix and (2) provide the Customer with periodic reports on the status of such a Fix. CiteRight will use commercially reasonable efforts to (a) deliver a Fix to the Customer, and (b) with regard to Software, correct such Error in a future version of the latest Supported Release.
- **Priority 2 Errors:** The TSO will respond to reports of Error conditions brought to CiteRight's attention by a Customer. CiteRight will use commercially reasonable efforts to (a) deliver a Fix to the Customer, and (b) with regard to Software, correct such Error in a future version of the latest Supported Release.
- **Priority 3 Errors:** The TSO will respond to reports of Error conditions brought to CiteRight's attention by a Customer. With regard to Software, CiteRight may correct

such Errors in a future version of the latest Supported Release.

- **Priority 4 Errors:** The TSO will respond to reports of Error conditions brought to CiteRight's attention by a Customer. With regard to Software, CiteRight may correct such Errors in a future version of the latest Supported Release.

3.2. Escalation. Where (i) CiteRight cannot provide a Fix to a Priority 1 Error within a reasonable period of time after the TSO has responded to the Customer, or (ii) the Customer is not satisfied with the progress attained, CiteRight will review the plan for addressing such Error with the Customer. A Customer may escalate the matter to the TSO's management if it reasonably determines the plan of action does not demonstrate CiteRight is making commercially reasonable efforts to correct the Error in light of its impact on the Customer's business.

3.3. Exclusions. Errors do not include, and CiteRight will have no responsibility for, any of the following circumstances which adversely impact the operation of the CiteRight Product or the ability of CiteRight to provide Support and Maintenance Services: (i) the CiteRight Product has been altered, damaged, modified or incorporated into other software in any manner by any person or entity other than CiteRight or otherwise approved by CiteRight; (ii) problems caused by a Customer's negligence or use of the CiteRight Product other than as explicitly specified in the specifications; (iii) the CiteRight Product has been used outside the scope of the license and/or rights granted to a Customer; (iv) any failure of the computer hardware, the computer operating system, network infrastructure and/or other software not supplied by CiteRight; (v) the CiteRight Product has been installed or operated other than in accordance with CiteRight's installation and operations instructions provided to a Customer by CiteRight, including, without limitation, on computer hardware, or operating systems other than for which that Release was designed; or (vi) CiteRight affirms to a Customer that the Error in question has been corrected in the most current GA Release and such GA Release is immediately available to such Customer without introducing any other known Priority 1 or 2 Errors

4. Customer Obligations

4.1. Customers shall provide cooperation and assistance in CiteRight's efforts to deliver

Support and Maintenance Services. Such cooperation and assistance include but are not limited to:

- (a) Maintain a reasonable number of Internal Technical Representatives, and make them accessible as required;
- (b) Provide reasonable and timely response to CiteRight's requests and communications;
- (c) Provide access to Customer's CiteRight environment through Customer-supervised remote computer access (i.e., WebEx or other similar service) and/or facilities as required;
- (d) Provide timely, accurate, and complete information as CiteRight may reasonably request;
- (e) Ensure that any equipment and/or hardware belonging to or furnished by a Customer is properly installed and is sufficient and suitable for its purpose and that any adjustments, which may be required, are carried out expeditiously;
- (f) Maintain backups of Customer data, or otherwise protecting its data against loss, damage, or destruction before Support and Maintenance Services are performed by CiteRight; and
- (g) Customers are responsible for all systems administration functions, for systems belonging to or furnished by the Customer, including, but not limited to:

- (i) Database setup and maintenance;
- (ii) Operating system maintenance;
- (iii) Client software installation;
- (iv) Maintenance of minimum hardware and software requirement, ensuring compliance with the CiteRight certified and supported platforms and deployment/configuration guides;
- (v) Virus scanning software installation, maintenance, and configuration per CiteRight specification;
- (vi) Software license management; and vii. Proper and timely application of 3rd party

software and operating system patches and updates.

5. Product Releases

5.1. Supported Releases. CiteRight will provide technical support for Customers that are running one of the following Releases (the "**Supported Releases**"):

- Current Major Release: The latest Minor or Minor-Minor Release of the current Major Release.
- Previous Major Release: The latest Minor or Minor-Minor Release of the previous Major Release.

5.2. End-of-Life ("EOL"). CiteRight will provide Customers with a minimum of twelve (12) months' notice prior to declaring EOL on a particular version.

5.3. Major Release Support Lifecycle. Major Releases will be supported for a minimum of one (1) year from the Release date.

5.4. Patch Releases. Patch Releases will only be issued on Supported Releases. Customers are strongly advised to be on the latest version of the current Major Release or the previous Major Release.

5.5. Product Enhancements and Supported Platforms. Significant changes to CiteRight Product functionality and supported third party platforms are only targeted for Major or Minor Releases of the latest GA Release.

6. Scope of Support and Maintenance Services

6.1. Additional Support and Maintenance Services. In the event a Customer's technical environments, facilities or CiteRight Product mix changes, such that the Customer is not satisfied with the Support and Maintenance Services, the Customer and CiteRight will meet and discuss options to improve the provision of Support and Maintenance Services. Customers understand changes or additions to Support and Maintenance Services, such as changes in the level of care, may be accompanied by an increase in fees, which the parties will mutually agree to.

6.2. Support and Maintenance Services Provided to Other Than Internal Technical CiteRight Support & Maintenance Services Terms Representative.

In the event CiteRight provides Support and Maintenance Services to a person other than Internal Technical Representatives, except as expressly provided herein, and the reported problem is later determined not to be an Error, the Customer agrees to pay CiteRight for time and materials spent in providing such Support and Maintenance Services at CiteRight's then current rates.

6.3. Service providers. CiteRight reserves the right and Customers agree to CiteRight's use of authorized service providers to assist in the delivery of Support and Maintenance Services.

6.4. Updates. Support and Maintenance Services will include provision of such updates, upgrades, bug fixes, patches and other error corrections (collectively, "**Updates**") as CiteRight makes generally available free of charge to all Customers then entitled to Support and Maintenance Services.

7. **Payments**

7.1. For Customers, Support and Maintenance Services fees are described on the ordering document and/or CiteRight's invoice. CiteRight will automatically invoice renewal Support and Maintenance Services term(s) at least thirty (30) days before the expiration of the prior Support and Maintenance Services term, unless terminated pursuant the controlling agreement. Provided a Customer is current in its payment of all Support and Maintenance Services fees, the renewal rate for Support and Maintenance Services fees will be the previous year's rate plus an increase not to exceed five percent (5%). For Cloud Customers, Support and Maintenance Services are included in subscription costs for the Cloud Services.

8. **Return to Support and Maintenance – Software Customer**

8.1. If a Software Customer allows Support and Maintenance Services to lapse, such Software Customer may re-enroll only upon completing the following:

- (a) payment to CiteRight of the annual Support and Maintenance Services fee for the current renewal term,
- (b) payment to CiteRight of 100 percent (100%) of all annual Support and Maintenance Services fees that would have been paid had

such Software Customer not allowed Support and Maintenance Services to lapse,

- (c) payment to CiteRight of an administrative fee of 15 percent (15%) of the total past Support and Maintenance Services fees, and
- (d) changing certain of your hardware or software to meet eligibility requirements of new versions.