

SUBSCRIPTION LICENSE AGREEMENT

IMPORTANT NOTICE: This Simutech Multimedia Subscription License Agreement (“**Agreement**”) is a legal agreement between you (“**You**”) and Simutech Multimedia Inc. (“**Simutech**”, “**we**” or “**us**”). **BY INDICATING YOUR ACCEPTANCE BY SIGNING BELOW OR BY INSTALLING, ACTIVATING, USING OR SUBSCRIBING TO THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT AND AGREE TO THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT US AT INFO@SIMUTECHMULTIMEDIA.COM.**

PRODUCT: “**Product**” means (i) the software product delivered or made available to you by electronic means, including hosting such software product in a cloud computing environment (“**Cloud Functionality**”), or by installing the computer programs and data files in object code form (collectively the “**Software**”); (ii) manuals and user guides, whether electronic or print and including the technical specifications (collectively the “**Documentation**”); and (iii) any update, revision, translation, adaptation, modification, derivation or copy of the Software or the Documentation provided or made available to you by us.

GRANT OF LICENSE: Subject to the terms and conditions of this Agreement (including but not limited to the payment of the fees as set out in section A), You are hereby granted a non-exclusive, individual, non-assignable, revocable, non-transferable, restricted and limited license, without right to sublicense or share, to access and use the Product for training purposes in accordance with the details of the subscription as set forth in the applicable Invoice and the restrictions and requirements set forth in this Agreement (the “**License**”).

A. **FEES:** In consideration for the License granted herein for named users of the produce, you agree to pay the fees set out in Your invoice (“**Invoice**”), including any license fees, annual renewal fees or annual maintenance fees.

B. **USE:** You are permitted to access and use the Product only for Your own operations and for the site it was purchased for, as specified in the Invoice. You will not: (a) use the Product in a training center facility; (b) use, or provide or permit access to or the use of the Product by any person, for any purpose or in any manner except as expressly permitted by this Agreement; (c) use the Product in a way that interferes with or disrupts the integrity or performance of the Product or any Service or related systems, networks or data, or to attempt to gain unauthorized access to the Service or related systems, networks or data; (d) copy, reproduce, share, translate, modify, enhance, or create derivative works from the Product; (e) alter, attempt to circumvent, destroy, obscure, or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures, or agreements on, in or in relation to the Product including the Software and any Documentation; (f) reverse engineer, decompile or disassemble the Product, attempt to access the source code for any of the software used by Simutech to provide a Service, or access or use a Service or the Software in order to create a competitive product or service, or a product or service using similar ideas, features or functions; or (g) permit, assist or encourage any other person to do any of the foregoing in this section or to commit an act or omission that would be a breach of this Agreement if committed by You. The restrictions in this section do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

Without limiting the generality of any other provision of this Agreement, You will not use the Product or a Service for a purpose that: (a) is unlawful or is designed or intended for use for an unlawful purpose,

including the distribution of content that is intentionally harmful (such as a virus or similar technology), unlawful or infringes the rights of other persons; or (b) is designed or intended for use that is or may be abusive, deceptive, defamatory, discriminatory, fraudulent, harmful, indecent, invasive of the privacy rights of other persons, misleading, obscene, sexually explicit, or otherwise objectionable (as determined by Simutech in its discretion), or that advocates, depicts, encourages, or tends to incite any such conduct, the commission of a crime or other unlawful activities.

C. YOUR RESPONSIBILITIES:

You will access and use the Product using a valid and subsisting user name and password registered with Simutech (collectively, “**Credentials**”). Credentials are specific to the You, and except as expressly permitted by this Agreement, may not be shared with or transferred to any other person, all credentials created by You on behalf of Your company must be unique and assigned to a named end user of the product. You will ensure that Your Credentials are secure and confidential at all times, do not permit any other person to use Your Credentials, and shall immediately notify Simutech if You know or suspect that i) Your Credentials have become known to or used by any other person; or ii) that any unauthorized copy or distribution of the Product, Documentation, Software or any other materials owned by Simutech. You are fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. If Simutech, in its discretion, considers a Credential to be unsecure or to have been used inappropriately, then Simutech may immediately cancel the Credential without any notice to You or any other person and without issuing you a credit or refund. Simutech may require You to change Your Credentials from time to time. Notwithstanding the foregoing, You are permitted to assign the License and associated Credentials granted to You to another user within the named Site the License was purchased for as set forth in the Invoice, for a limit of one (1) assignment in one Calendar year, provided the data and history of the previous user has been deleted.

You are fully responsible and liable for all acts and omissions occurring under Your Credentials and in association with Your access to and use of the Product and/or Simutech Services, the Documentation and the Software. You will fully comply with all of Your obligations under this Agreement, and all of the requirements, restrictions and limitations regarding Simutech’s Services, Documentation and Software set forth in this Agreement. You will abide by all applicable local, provincial, national and foreign laws, treaties and regulations in connection with Your use of the Product and/or any Simutech Service, including those relate to data privacy, international communications and the transmission of technical or user data.

D. APPLICATION KEY/FUNCTIONAL LIMITS: Use of the Product may be subject to the issuance of an application key, which will be provided to You in the form of a supplement to this Agreement. The purchase of a license extension may require the issuance of a new application key. You acknowledge that Simutech may have encoded within the Product limitations on functionality that You are authorized to use. Changes to these functional limits are only permitted upon payment to Simutech of the applicable license or license extension fee. Any attempt by You to circumvent these limitations will be considered a breach of this Agreement.

E. OWNERSHIP AND INTELLECTUAL PROPERTY:

As between the Parties, Simutech and its suppliers and licensors, as applicable, will at all times solely own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with the Product, Simutech’s Services and all software, technologies and infrastructure

used by or on behalf of Simutech to provide Services. You will not acquire any right, title or interest in, to or associated with the Product, any Services or any software, technologies or infrastructure used by or on behalf of Simutech to provide the Services or the Product.

You agree not to take any action that jeopardizes such proprietary rights. You shall retain the rights in any progress data, generated by You as a the users of the Software (the "Data") provided that Simutech shall have the right (i) to use the Data to provide You with technical support, and share your data with third parties required to deliver the service and (ii) to use Data that has been anonymized and aggregated for our internal purposes (including, for greater certainty, after termination).

F. SERVICE UPGRADES, MAINTENANCE AND SUPPORT

- a. During the term of this Agreement, You shall be entitled to web application software upgrades as provided in the sole discretion of Simutech ("Upgrades"). Upgrades shall be limited to the specific edition of the Service for which You are licensed.
- b. During the term of this Agreement, Simutech shall be responsible for providing maintenance and support for the Simutech Product. All items delivered by Simutech in providing such support, including error corrections and Upgrades, shall be deemed part of the Services and shall be subject to all terms and conditions of this Agreement.
- c. Routine support for the Service is provided to You and is available via: support tickets submitted through the Get Support form at <https://www.simutechmultimedia.com/support/>. Support is subject to any applicable Simutech support policies and does not cover (and Simutech is not responsible for) issues arising from:
 - i. Your equipment, software, network connections or other infrastructure;
 - ii. Use of the Service by You in a manner not consistent with its documentation
 - iii. Modifications to the Service by any party other than You,
 - iv. Third party acts, services or systems, or general Internet problems, force majeure events or other factors outside of Simutech's reasonable control.

G. PRIVACY: Simutech does not collect or retain any Personal Identifiable Information (PII). You agree to accept and be bound by Simutech's Privacy Policy, available at www.simutechmultimedia.com/privacy/

H. THIRD PARTY INTERACTIONS: Simutech relies on third parties to deliver the product, these third parties include hosting services such as Microsoft Azure, Learning Management Systems, etc. (each a "Third Party Service"). That Third Party Service may be able to access Your information. Additionally, Simutech may allow You to access the Third Party Services, using the Credentials provided to You that allow You to receive services or information from such Third Party Services.

I. ACCESSIBILITY AND FUNCTION: You agree that from time to time, the Service may be inaccessible or inoperable for any reason, including, without limitation:

- a. Equipment (hardware) malfunctions;

- b. Software malfunctions;
- c. Periodic maintenance procedures or repairs which Simutech may undertake from time to time; or
- d. Causes beyond the reasonable control of Simutech or which causes are not reasonably foreseeable by Simutech. Simutech is not responsible, directly or indirectly, for the performance and/or reliability of third party vendor/distributor systems, equipment or otherwise, or your Internet Service Provider ("ISP").

J. **DOWNTIME:** You acknowledge and agree that Simutech may need to suspend performance under this Agreement in the event Simutech's access to necessary third-party technology is interrupted. Simutech will make reasonable commercial efforts to secure an adequate substitute so as to resume providing the Services as quickly as possible, and in any event, Simutech will use commercially reasonable efforts to give notice to You of any scheduled downtime associated with upgrades and maintenance to the Services via email communication or posted to Your account.

K. **TERM:**

Automatic Termination: This Agreement will automatically terminate, without any notice or liability to You, immediately upon expiration (non-renewal) or termination of all subscriptions and completion or termination of all Services.

Termination for Cause: Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for cause effective immediately upon delivery of notice of termination to the other Party if the other Party breaches this Agreement (including failure to make a required payment on time) and has not remedied the breach within thirty (30) days after receipt of a default notice from the non-breaching Party identifying the breach and stating the non-breaching Party's intention to terminate this Agreement if the breach is not remedied within thirty (30) days, provided that the non-breaching Party delivers the notice of termination to the breaching Party no later than fifteen (15) days after the end of the cure period and while the breach is continuing, and provided that if the non-breaching Party does not give timely notice of termination to the breaching Party, and if the breach is continuing, then the non-breaching Party may give a further default notice in respect of the breach, in which case the provisions of this section will apply in respect of that further default notice. Simutech may in its discretion terminate this Agreement effective immediately upon delivery of notice of termination to You if You become insolvent, cease to conduct business in the ordinary course, take any step or proceeding available to You for the benefit of insolvent debtors, or are subject to a proceeding for liquidation, dissolution or winding up, or a receiver, receiver-manager, liquidator or trustee in bankruptcy is appointed in respect of all or substantially all of Your business and undertaking.

Termination Without Cause: Either Party may terminate this Agreement for any reason upon providing the other Party with thirty (30) days' prior written notice of termination.

Consequences of Termination: If this Agreement is terminated for any reason: (a) the subscription will terminate immediately and automatically, without notice to either Party, and You will immediately cease using the Product; (b) all engagements for the provision of any Services will terminate immediately and automatically, without notice to either Party, and Simutech will no longer be obligated to perform any Services for You; (c) each Party will remain responsible and liable for all obligations and liabilities arising prior to the termination of this Agreement; and (d) You will promptly pay all outstanding fees and applicable Taxes for Services provided prior to the termination date.

Survival: Notwithstanding any other provision of this Agreement, if this Agreement terminates for any reason all provisions necessary to their interpretation or enforcement, will survive the termination and will remain in full force and effect and be binding upon the Parties as applicable.

L. **PAYMENT FOR THE SERVICES:** Takes place in accordance with standard invoicing procedures defined by Simutech.

M. **DEMONSTRATION:** If the Product is specified as demo, demonstration or evaluation, you are permitted to use the Product only for evaluating the suitability of Simutech's products for your own operations.

N. **WARRANTY:** Simutech warrants that the Product will conform to the Documentation for ninety (90) days from the date of invoice, If the Product fails to meet the Documentation, upon written notice to us, we will, at your option, repair or replace the Product so that it conforms to the Documentation.

O. **NO PROFESSIONAL ADVICE; NO RESPONSIBILITY:** THE RESULTS OF THE USE OF THE PRODUCT AND ANY DECISIONS MADE OR ACTIONS TAKEN ON THE BASIS OF INFORMATION PROVIDED BY THE PRODUCT ARE ENTIRELY YOUR RESPONSIBILITY. WE RECOMMEND THAT YOU FULLY AND REGULARLY CHECK TO ENSURE THAT THE RESULTS ARE ACCURATE. WE DO NOT, BY THE SUPPLY OF THE PRODUCT, IMPLY IN ANY WAY THAT WE ARE IN THE BUSINESS OF PROVIDING PROFESSIONAL ADVICE. YOU SHOULD NOT RELY ON THE PRODUCT FOR THAT. YOU SHOULD ALWAYS CONSULT COMPETENT PROFESSIONAL ADVICE TO INTERPRET AND VERIFY THE RESULTS OF THE USE OF THE PRODUCT. WE ARE NOT RESPONSIBLE, IN ANY WAY, TO ANY PARTY WHATSOEVER WITH RESPECT TO ANY WARRANTIES, NEGLIGENCE, DEFECTS, OR OTHER OBLIGATIONS WITH RESPECT TO THE DESIGN, ADVICE AND MANUFACTURE OF THE PRODUCT, HOWEVER THE FOREGOING MIGHT ARISE.

P. **WARRANTIES AND DISCLAIMERS :** EXCEPT FOR THE EXPRESS WARRANTY ABOVE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICES AND THE PRODUCT ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO: ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, LACK OF VIRUSES OR OTHER DISABLING OR HARMFUL CODE, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, SECURITY, TIMELINESS, TITLE, TRUTHFULNESS, QUIET ENJOYMENT, UNINTERRUPTED SERVICE, OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY SIMUTECH TO THE FULLEST EXTENT PERMITTED BY LAW. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF SIMUTECH WILL CREATE ANY LEGALLY BINDING OR EFFECTIVE REPRESENTATION, WARRANTY OR PROMISE BY SIMUTECH. YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION AND USE OF THE PRODUCT AND ANY SERVICES TO ACHIEVE YOUR INTENDED RESULTS AND YOU USE THE SERVICES AND THE PRODUCT AT YOUR OWN RISK.

TECHNOLOGY DISCLAIMER: SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND SIMUTECH'S CONTROL, AND MAY NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE. YOU ACKNOWLEDGE THAT SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND SIMUTECH IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM THOSE PROBLEMS.

EXCEPTIONS: THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS, AND SO THE DISCLAIMERS IN THIS AGREEMENT MIGHT NOT APPLY TO YOU.

Q. Exclusions/Limitations: Notwithstanding any provision of this Agreement except section S(b), and to the maximum extent permitted by applicable law:

- i. **EXCLUSIONS:** THE LIABILITY (IF ANY) OF SIMUTECH AND ITS REPRESENTATIVES ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING SERVICES AND THE PRODUCT), THE TERMINATION OF THIS AGREEMENT, THE RELATIONSHIP BETWEEN SIMUTECH AND YOU, OR ANY RELATED MATTER, IS LIMITED TO DIRECT DAMAGE SUFFERED BY YOU ONLY, AND IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL SIMUTECH OR ITS REPRESENTATIVES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE OF ANY NATURE OR KIND WHATSOEVER OR FOR ANY LOSS OF DATA, INFORMATION, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, OR GOODWILL, ANTICIPATED OR OTHERWISE (INCLUDING BY REASON OF ANY EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN ANTICIPATION OF THE CONTINUANCE OR PERFORMANCE OF THIS AGREEMENT);
 - ii. **LIMITATIONS:** IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF SIMUTECH AND ITS REPRESENTATIVES TO YOU, UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING SERVICES AND THE PRODUCT), THE TERMINATION OF THIS AGREEMENT, THE RELATIONSHIP BETWEEN SIMUTECH AND YOU, OR ANY RELATED MATTER, EVER EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID BY YOU TO SIMUTECH FOR ANY SERVICES OR THE PRODUCT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE; AND
 - iii. **APPLICATION/DEFINITION:** THIS SECTION APPLIES TO LIABILITY UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR ANY OTHER THEORY OF LAW OR UNDER ANY STATUTE), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY SIMUTECH OR ITS REPRESENTATIVES, AND EVEN IF SIMUTECH KNOWS OR OUGHT TO KNOW OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE BEING INCURRED AND REGARDLESS OF WHETHER OR NOT THE LOSS OR DAMAGE WAS FORESEEABLE; AND IN THIS AGREEMENT “**REPRESENTATIVES**” MEANS A PARTY’S PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, RESELLERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, AND OTHER REPRESENTATIVES.
- b. **EXCEPTIONS:** THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE DO NOT APPLY TO LIABILITY FOR PERSONAL INJURY TO OR THE DEATH OF AN INDIVIDUAL OR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW. THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES, AND SO THE LIABILITY EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT MIGHT NOT APPLY TO YOU.
- c. **INDEMNITY:** YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SIMUTECH AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING LEGAL FEES), CLAIMS, COMPLAINTS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS AND LIABILITIES (INCLUDING LEGAL FEES AND EXPENSES AND SETTLEMENT PAYMENTS) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF THE SERVICES AND OF THE PRODUCT OR ANY NEGLIGENCE, MISCONDUCT, OR BREACH OF THIS AGREEMENT BY YOU. NOTWITHSTANDING THE FOREGOING, SIMUTECH AND ITS REPRESENTATIVES RETAIN THE RIGHT TO PARTICIPATE (WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE) IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD PARTY CLAIM, COMPLAINT, DEMAND, ACTION, SUIT OR PROCEEDING.
- d. **FAIR ALLOCATION OF LIABILITY:** THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT PRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY, AND THIS SECTION S IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES, CONTROLLING FACTORS IN SETTING THE FEES PAYABLE BY YOU FOR SERVICES AND ACCESS TO AND USE OF THE PRODUCT, AND AN INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.
- R. **ASSIGNMENT:** This Agreement may not be assigned by You without the prior written approval of Simutech but may be assigned without Your consent by Simutech to (i) a parent or subsidiary, (ii) an

acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

S. **GENERAL:** This Agreement is the entire agreement with respect to this product and supersedes any other agreement or discussions, oral or written. This Agreement may not be changed except by written amendment signed by You and us. Notwithstanding the foregoing, we reserve the right to make changes to this Agreement by providing You with reasonable notice of the change either electronically or by posting notice of the change at <http://www.simutechmultimedia.com>. If You continue to use the Product more than sixty (60) days after notice of the change has been given, You shall be deemed to have accepted the change. No provision of this Agreement may be waived except in writing signed by the party giving the waiver. Only a Simutech signing officer has the authority agree to change or waive this agreement. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, Canada. If any provision of this agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

Date: Mar 1, 2020

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