



## AUTHORIZED DIGITAL AGENCY PARTNER - TERMS AND CONDITIONS

MASV Inc. (“**MASV**”) is a provider of software-as-a-service technology solutions. These Terms and Conditions, together with any special terms agreed in writing on a Cover Sheet with MASV which incorporates these Terms and Conditions (collectively the “**Agreement**”) governs the provision of distribution services by the Agency accepting this Agreement.

### 1 DEFINITIONS

“**Affiliate**” of a party means any corporation or other legal entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party “controls” a corporation or other entity if it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for (i) the board of directors, or (ii) other mechanism of control for such corporation or other entity;

“**Agency Client**” means any organization to whom Agency refers a MASV account;

“**Cover Sheet**” means the document which sets out the special terms attaching to Agency’s services which may include reporting periods, specified territorial restrictions, payment terms, commission levels and sales targets (if applicable);

“**Documentation**” means the online or subscriber “how to” user guides and reference materials for the MASV Service;

“**Intellectual Property**” means all rights in any invention, discovery, improvement, utility model, patent, copyright, trademark, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, Confidential Information, trade secrets or know-how and all intangible rights or privileges of a nature similar to any of the foregoing, in every case in any part of the world whether or not registered, and shall include all rights in any applications and granted registrations for any of the foregoing rights;

“**MASV Client**” means any organization who enters into a MASV Subscription directly with MASV through the referral efforts of the Agency (where the Agency is listed as Digital Agent of Record);

“**MASV Service**” means the core MASV Software as a Service (SaaS) offering made available on a pay-as-you-go or as-yet undefined basis through MASV’s proprietary SaaS technology and platform having the features described on the Website. The MASV Service includes access to free trial data and a variety of data transfer capabilities made available by MASV;

“**MASV Technology**” means any and all software (including upgrades and updates to the same), data, databases, compilations files, hardware, user interfaces, algorithms, APIs architecture, structure, display screens, layouts, development tools, instructions, templates, molds, tooling, systems, servers, circuits, mask works, chips, flowcharts, spreadsheets, formulae, equipment,



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drawings and manuals, programmers notes, processes, methods, know how, research and development, reports, technical and functional information, wireframes, specifications and other technology owned by MASV and which may be used to provide the MASV Services;

“**Territory**” unless otherwise stated on the Cover Sheet, Agency may market, promote and sell subscriptions to the MASV Service worldwide; and

“**Website**” means the MASV website located at [www.massive.io](http://www.massive.io).

## 2 SERVICE TERMS

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, MASV hereby appoints Agency as a non-exclusive referral partner of the Services in the Territory. MASV grants to Agency during the Term a non-exclusive (within the Territory) and non-transferable license to access the MASV partner resource management system and to use the MASV Technology, including the MASV API, to build file transfer workflows and provide functionality from the MASV Service to Agency Clients in the Territory.

**2.2 Provision of Service.** MASV shall make the Services available to Agency for the purpose of: (i) marketing and promoting the MASV Service to prospective Agency Clients and MASV Clients in the Territory, and (ii) to sell the MASV Service to Agency Clients in the Territory.

**2.3 MASV Support, Hosting and Maintenance.** MASV shall maintain the security and integrity of the MASV Service; (i) at no additional charge provide a technical support desk for Agency from 9:00 a.m. through 5:00 p.m. Eastern Time, Monday through Friday, provincial and federal holidays observed in Ontario excluded; (ii) provide emergency technical support for the MASV Service availability issues twenty-four (24) hours a day, seven (7) days a week; and (iii) use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for (a) planned downtime; or (b) any unavailability caused by circumstances beyond MASV’s reasonable control, including any force majeure events as contemplated in Section 10.2 and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software or power systems not within MASV’s possession or reasonable control. MASV shall provide Agency with reasonable marketing and technical assistance in respect to marketing and in the Territory for the MASV Service. MASV will provide generally available updates and upgrades to the MASV Technology from time to time to provide new features and improvements, bug fixes and error corrections which will be available across the MASV platform.

**2.4 Agency Responsibilities.** Agency shall: (i) exercise its best efforts to promote vigorously the MASV Service, build increasing sales volume, promote better customer relations, and conduct necessary meetings with Agency Clients and MASV Clients (as applicable) in the Territory, be responsible for marketing and promoting the MASV Service in the Territory and meeting any

minimum requirements or targets set out on the Cover Sheet; (ii) manage Agency Client relationships in the Territory including being the first point of contact for resolving technical issues and for billing Agency Clients; and (iii) comply with all applicable laws in using the Services; and (iv) be responsible for any translation of marketing or other materials relating to the MASV Service into local language variants in the Territory, at Agency's expense.

**2.5 Service Use Guidelines.** Agency shall use the Services solely as contemplated in this Agreement and shall not: (a) access the Services in order to build a competing product or service; (b) remove any proprietary notices, labels, or marks from the Services; or (iii) make any warranties or representations regarding the Services which goes beyond warranties expressly provided by MASV.

**2.6 MASV Ownership and Proprietary Rights.** Except for the rights and licenses granted in this Agreement, MASV solely owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights) in the MASV Service, (including the MASV Technology and any copies, corrections, bug fixes, enhancements, modifications or new versions thereof). Agency acknowledges that MASV shall have the sole right to maintain, enhance or otherwise modify the MASV Service and the MASV Technology.

**2.7 Use of Agents and Subcontractors.** Agency may appoint its Affiliates and agents mutually agreed with MASV to market, promote and/or re-sell the MASV Service within the Territory, provided that Agency shall continue to be responsible for all of its duties and obligations under this Agreement and for any acts or omissions of any of its Affiliates and agents, and any acts or omissions of any of its agents shall be attributed to Agency, and Agency shall: (a) be liable to MASV for all losses, costs, damages and expenses of whatsoever nature, that MASV may sustain or incur as a result or in connection with any act or omission of any agent, and (b) indemnify MASV, its officers, directors, employees, agents and Affiliates (including their officers, directors, employees, agents) from and against any and all actions, causes of action, claims and demands of whatsoever nature caused by, arising directly or indirectly out of, or in connection with any acts or omissions of any subcontractors or agents of Agent.

### 3 **PROPRIETARY RIGHTS, DATA TERMS AND CONFIDENTIALITY.**

**3.1 Reservation of Rights.** Except as set forth in Section 2, MASV reserves all rights and grants Agency no licenses of any kind hereunder, whether by implication, estoppel, or otherwise. Agency acknowledges that the MASV Technology (and any information incorporated therein or provided in respect thereto) and any technology and Intellectual Property in the MASV Service constitutes Confidential Information and contains trade secrets belonging to MASV and its licensors. Agency acknowledges and agrees that title in and rights to the MASV Technology remains exclusively with MASV and its licensors. Agency's rights to access and use the MASV Technology are strictly limited to those granted in this Agreement. Agency shall not decompile, disassemble or otherwise reverse engineer the MASV Technology. If the foregoing provision is prohibited by applicable law, Agency will provide MASV with advance written notification of (a)



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its intention to decompile, disassemble or otherwise reverse engineer the Licensed Software, and MASV will have the right to terminate this Agreement immediately on written notice to Agency. MASV acknowledges and agrees that Agency or its affiliates, or third parties under contract to Agency or its affiliates, have developed, originated, purchased, acquired or licensed certain Intellectual Property which may be used by Agency in connection with the MASV Service pursuant to the license rights granted herein, and MASV agrees that all such Intellectual Property and any derivatives thereof, whether pre-existing or otherwise, are and shall remain the sole and exclusive property of Agency and its affiliates, and MASV shall acquire no right, title or interest in or to such Intellectual Property.

**3.2 License to Use Marks.** For the purposes of this Section 3.2, “**Marks**” shall mean the trademarks that either party uses in connection with its business (and in the case of MASV, the MASV Service). Subject to the terms and conditions of this Agreement, each party grants the other a non-exclusive, nontransferable, non-sub licensable license to use the Marks solely in connection with the marketing, promotion and sale of subscriptions to the MASV Service and promotion of the partnership between the parties, and only in accordance with the trademark use policies of the applicable trademark owner in effect from time to time regarding use of the Marks. [MASV Branding Guidelines](#) can be found on the Website. Each party shall reasonably cooperate with the other in facilitating monitoring and control of the nature and quality of use of that party’s Marks. Agency shall mark all of its marketing materials that contain any MASV Marks with an acknowledgement that such Marks are trademarks or registered trademarks of MASV and are used under license. All uses of a party’s Marks by the other party shall inure to the benefit of the trademark owner. The trademark owner shall be entitled to terminate the other party’s license to the Marks immediately upon provision of written notice to that other party if that party does not comply with the trademark use policies and/or the terms and conditions of this Agreement. The trademark owner shall be entitled to terminate the other party’s license to the Marks immediately upon provision of written notice to the other party if a third party makes any allegation to the trademark owner, the other party or any End User that the use of the Marks in the Territory constitutes an infringement or misappropriation of such third-party’s trademark or other intellectual property rights.

**3.3 Proprietary Markings.** Unless otherwise agreed to in writing, Agency hereby agrees to ensure that all copyright, trademark and other proprietary notices of MASV affixed to or displayed on or in connection with the MASV Service (including the Documentation and all marketing materials) will not be removed or modified. Agency will comply with the trademark requirements in Section 3.2.

**3.4 Agency Relationship.** Agency will ensure that its website(s) indicates that Agency is a MASV authorized digital agency and provide promotional materials outlining MASV’s features/functions as well as prominently displaying the MASV logo on such website(s).



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**3.5 Suggestions.** MASV shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its products, services and business any suggestions, enhancement requests, recommendations or other feedback provided by Agency, Agency's agents or Agency Clients relating to the operation of the Services.

## 4 CONFIDENTIALITY

**4.1 Definition of Confidential Information.** "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary", or which the recipient knows or has reason to know is regarded by the disclosing party as such, including oral information. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

**4.2 Obligation.** Neither party will use any Confidential Information of the disclosing party except as necessary to exercise its rights or perform its obligations hereunder or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, consultants and legal advisors who need access to such Confidential Information in order to affect the intent of the Agreement and who have entered into written confidentiality agreements with it as least as restrictive as those in this Section. Upon any termination of this Agreement, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.

**4.3 Injunctive Relief.** Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**4.4 Other Exemptions.** Notwithstanding the foregoing provisions in this Section 5, the parties may disclose this Agreement: (i) as otherwise required by law or the rules of any stock exchange or over-the-counter trading system provided that reasonable measures are used to preserve the confidentiality of the Agreement, (ii) in confidence to legal counsel, (iii) in connection with the requirements of a public offering or securities filing provided reasonable measures are used to obtain confidential treatment for the proposed disclosure, to the extent such treatment is available, (iv) in connection with the



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enforcement of this Agreement or any rights under this Agreement, provided that reasonable measures are used to preserve the confidentiality of the Agreement, (v) in confidence, to auditors, accountants, legal counsel and their advisors, (vi) in confidence, in connection with a change of control or potential change of control of a party or an Affiliate of a party, provided that reasonable measures are used to preserve the confidentiality of the Agreement. For any legally compelled disclosure or disclosure pursuant to a court, regulatory, or securities filing, the parties shall reasonably cooperate to limit disclosure.

### 5 TERM AND TERMINATION

5.1 **Term.** Unless terminated earlier pursuant to Section 5.2 below, this Agreement shall commence on the Effective Date and shall remain in force for the initial term indicated on the Cover Sheet (the “**Initial Term**”). Thereafter, the term of the Agreement will be automatically renewed annually on the anniversary of the Effective Date for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a “**Renewal Term**”), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the “**Term**”.

5.2 **Termination.** Each party may terminate this Agreement with notice without cause at any time on provision of at least 90 days prior written notice to the other party. Each party may terminate this Agreement with notice to the other party if the other party: (i) fails to correct a material breach of its obligations under this Agreement within thirty (30) days after receipt by such other party of written notification from the notifying party of such material breach; or (ii) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy reorganization or insolvency proceedings are instituted by or against the other party.

5.3 **Survival.** The following sections shall survive the termination or expiration of this Agreement for any reason: 1, 2.6, 3.1, 3.3, 3.5, 4, 5.3, 5.4, 8, 9 and 10 and any payment obligations incurred prior to the expiration or termination of this Agreement. Notwithstanding the foregoing, any rights and obligations of the parties that are reasonably required to allow for continued provision of the Services during the Wind-Down Period (as defined in Section 5.4 below) shall survive any expiration or termination of this Agreement during the Wind-Down Period.

5.4 **Effect of Termination.** Upon termination of this Agreement, Agency:

- a) cease the marketing and distribution services permitted in Section 2;
- b) acknowledges that all Agency Clients will automatically be transferred to MASV and Agency will assist MASV in providing handover letters to Customers regarding the change and such other on-going assistance as reasonably required to transition the services back to MASV or its replacement Agency in the Territory (the “**Wind-Down Period**”);



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- c) shall cease all use of the MASV Materials (except to the extent required to provide the Services during the Wind-Down Period); and
- d) shall destroy or return (at MASV's election) all confidential information of MASV.

The parties agree to work in good faith to execute the foregoing obligations in a timely and efficient manner. Agency acknowledges that commission in respect of MASV Clients will not be due or payable in respect of the period of a MASV Client subscription post-termination of this Agreement.

## 6 PAYMENT TERMS AND TAXES

**6.1 Agency Client Pricing and Responsibility.** All fees for use of the MASV service shall be determined by MASV Inc. All rates or charges charged by Agency to Agency Clients for the implementation or customization of the Service shall be determined by Agency, in accordance with any applicable regulation(s). MASV shall have no authority or responsibility to determine such fees or other amounts, and MASV shall have no responsibility for billing or collecting such fees or any other amounts from Agency Clients.

**6.2 Suspension of Service.** If any amounts owed by MASV Clients under this Agreement are more than thirty (30) days overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of MASV's other rights and remedies under this Agreement, MASV shall have the right to suspend the Service provided to MASV Clients, and to and take control of user accounts to continue to provide service to Clients, all without any liability to Agency or Agency Clients, until such amounts are paid in full.

**6.3 Taxes.** All charges and fees provided for in this Agreement are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind imposed by any federal, state, provincial or local government on the transactions contemplated by this Agreement, including without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed by the applicable government based on the net income of the receiving party. Any such taxes that are otherwise imposed on payments to the receiving party shall be the sole responsibility of the paying party.

## 7 CHANGES TO SERVICES; PROFESSIONAL SERVICES

**7.1 Changes to MASV Technology.** MASV may alter, update or upgrade the MASV Technology from time to time and/or features and functions of the MASV Service. Updates and upgrades to core framework and integrations thereto will be processed automatically.



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7.2 **Professional Services.** One-off consulting and professional services may be requested and agreed with MASV through agreement of a statement of work for specific Agency Clients. If any work product or deliverables are generated through the provision of professional services under this Agreement ("**Deliverables**"), the parties will determine ownership of such Deliverables in the applicable statement of work executed for the Professional Services. Notwithstanding the generality of the foregoing, any enhancements, modifications or other customizations to the MASV Technology will be owned by and vest in MASV exclusively including all title and interest in and to all Deliverables including the benefit of all copyrights, trademarks, patents, trade secrets or other intellectual property rights pertaining thereto.

## 8 INDEMNIFICATION.

8.1 **MASV IP Indemnity.** MASV shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against Agency to the extent arising out of or relating to misappropriation or infringement by the MASV Service of any third party's proprietary or intellectual property right ("**Agency Claims**"), and MASV shall pay all damages finally awarded by a court of competent jurisdiction to such third party against Agency, or any settlement amounts agreed by MASV; subject to the conditions that, Agency shall notify MASV promptly of any Agency Claims, permit MASV to control the defense and settlement of such Agency Claims (provided that Agency may participate with counsel of its own choosing, at its own expense), and assist MASV, at MASV's expense, in defending or settling such Agency Claims. MASV shall not be liable for any settlement amounts entered into by Agency without MASV's prior written approval. If MASV has reason to believe that it would be subject to an injunction or continuing damages based on the MASV Service, then MASV may (and if MASV or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the MASV Services, then notwithstanding any other provision in this Agreement, MASV shall be entitled to either modify the MASV Service (or the applicable underlying MASV Technology) to make it non-infringing and/or remove the misappropriated material, replace the MASV Service with a service that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require Agency to cease marketing and promoting the MASV Service and shall reimburse Agency on a the pro-rated basis for any prepaid, unapplied fees for the remaining term of the Agency Clients' subscriptions if such fees must be reimbursed by Agency to Agency Clients for the early termination of the MASV Service. The foregoing notwithstanding, MASV shall have no liability for a claim of infringement or misappropriation to the extent caused by: (i) the combination or use of the MASV Service with any other service, software, data or products not provided by MASV, which claim would have been avoided if the MASV Service had not been so combined; or (ii) the use of any material provided by Agency or any Agency Clients, (iii) any use, marketing, promotion or re-sale of the MASV Service outside the Territory, or (iv) any breach by Agency of this Agreement or by any Agency Clients of any service policies and/or procedures.

THE FOREGOING IS MASV'S SOLE AND EXCLUSIVE LIABILITY, AND AGENCY'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.





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**8.2 Agency Indemnity.** Agency shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against MASV and/or its Affiliates to the extent arising out of or relating to (a) bodily injury or damage to tangible or real property, including death, caused by or arising out of any negligent act or omission of Agency or those for whom Agency is responsible for at law; (b) the provision, use or failure of any product or service provided by Agency; (c) any representations or warranties made by Agency in respect to the Services or any portions thereof (including the MASV Technology; or (d) the infringement of any intellectual property rights arising from combining or using any Agency or third-party equipment with MASV's technology or the MASV Service ("**MASV Claims**"), and Agency shall pay all damages finally awarded by a court of competent jurisdiction to such third party against MASV or any of its Affiliates, or any settlement amounts agreed by Agency; subject to the conditions that, MASV shall notify Agency promptly of any MASV Claims, permit Agency to control the defense and settlement of such MASV Claims (provided that MASV may participate with counsel of its own choosing, at its own expense), and assist Agency, at Agency's expense, in defending or settling such MASV Claims. Agency shall not be liable for any settlement amounts entered into by MASV without Agency's prior written approval.

## 9 LIABILITY PROVISIONS

**9.1 NO WARRANTIES.** MASV CANNOT GUARANTEE THAT THE MASV SERVICE WILL ALWAYS BE AVAILABLE, THAT IT WILL OPERATE WITHOUT FLAW OR THAT IT WILL NOT CAUSE ANY DATA LOSS. ACCESS TO THE MASV SERVICE AND THE MASV TECHNOLOGY ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER; MASV DOES NOT MAKE ANY EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE MASV TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, INTEGRITY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. MASV FURTHER DOES NOT REPRESENT OR WARRANT THAT THE MASV SERVICE OR MASV TECHNOLOGY WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES MASV WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

**9.2 LIMITATION OF LIABILITY.** WITH THE EXCEPTION OF A PARTY'S OBLIGATION TO PROVIDE INDEMNIFICATION UNDER THIS AGREEMENT AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, OR ITS LICENSORS OR SUPPLIERS BY VIRTUE OF THIS AGREEMENT, HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE LIMITATIONS SET FORTH IN THIS SECTION 9 DO NOT APPLY TO ANY INFRINGEMENT OR MISAPPROPRIATION BY EITHER PARTY OR ITS CONTRACTORS OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL MASV, ITS AFFILIATES OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS BE LIABLE TO AGENCY FOR MORE THAN THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO A MAXIMUM OF THE FEES AND REVENUE SHARE PAID TO MASV BY AGENCY IN THE 12 MONTH PERIOD PRECEDING SUCH CLAIM.



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THE PARTIES AGREE THAT THIS SECTION 9 REPRESENTS A REASONABLE ALLOCATION OF RISK.

### 10 GENERAL TERMS

**10.1 Independent Contractors.** The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, joint venturers nor legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other. Any use of the term “partner” or “partnering” or similar terminology (except as used in the immediately preceding sentence of this Section) does not mean or refer to a legal partnership, but instead means or refers to a co-operative business or contractual relationship.

**10.2 Force Majeure.** Except for each party’s obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes (other than strikes at such party’s facility or involving such party). If either party’s performance is prevented by a force majeure event for a period of more than thirty (30) days, the other party may terminate this Agreement without further obligation or liability, subject to any payment amounts due and payable immediately prior to the commencement of such force majeure event.

**10.3 Publicity.** Agency agrees: (i) to issue a joint press release with MASV (“**Press Release**”) on a mutually agreed date within thirty (30) days of the Effective Date announcing that Agency has entered into an agreement to become an authorized digital agent of MASV; (ii) that MASV may disclose that Agency is an agency partner of MASV. Agency will have the right to review and approve the Press Release in advance; such approval shall not be unreasonably delayed or withheld and (iii) Agency will be promoted on the MASV Website.

**10.4 Waiver and Amendment.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy

**10.5 Choice of Law.** This Agreement shall be governed by the laws of the Province of Ontario, excluding all conflict of laws provisions and excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods. The courts of Ontario shall have exclusive jurisdiction to resolve any dispute arising pursuant to this Agreement.

**10.6 Compliance with Laws.** Each party agrees to fully comply with all export, re-export and import restrictions and regulations of all agencies and/or authorities of any applicable countries, and Agency will not transfer, or authorize the transfer, directly or indirectly, of the MASV Service, the MASV Technology or any direct product of any of the foregoing to a prohibited country or otherwise in violation of any such restrictions or regulations.



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10.7 **Notices.** Standard communications may be delivered by email. All formal notices, demands or consents required or permitted under this Agreement shall be in writing and delivered to the addresses set forth above. Notice shall be considered delivered and effective on the earlier of actual receipt or: (a) the day following transmission if sent by telex, telegram or facsimile when followed by written confirmation by registered overnight carrier or certified mail; or (b) five (5) days after posting when sent by certified mail. Notices shall be sent to MASV's address on the Website and to Agency at the address indicated to MASV on registration.

10.8 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

10.9 **Complete Understanding.** This Agreement (together with all agreements incorporated by reference herein) constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement.