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THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS FOR YOUR USE OF THIS PRINTERON ("PrinterOn") WEBSITE (the "Website") AND ANY OF THE SERVICES (the "Services") OFFERED BY PRINTERON THROUGH THIS WEBSITE. YOUR USE OF THIS WEBSITE AND/OR THE SERVICES IS SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS AND BY USING THIS WEBSITE AND/OR THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE WEBSITE AND/OR THE SERVICES.

YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE THIS WEBSITE AND THE SERVICES AND POSSESS THE LEGAL RIGHT AND ABILITY TO ENTER INTO THESE TERMS AND CONDITIONS AND TO USE THE WEBSITE AND SERVICES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

1. License Grant. PrinterOn grants you a non-exclusive, non-transferable license to use this Website and the Services in accordance with these terms and conditions of use and any other terms and conditions set out on the Website. Printing Portals and PrintSpots are limited to an annual page printing limit of 50,000 pages. PrinterOn reserves the right to review, change and enforce such page limitations.

2. Restrictions on Use. You agree not to:

- (a) license, sublicense, sell, distribute or otherwise transfer any right in or to the Services;
- (b) knowingly interrupt, or attempt to interrupt, the operation of the Website or Services in any way;
- (c) use the Services to send the same or substantially similar unsolicited e-mail messages or print jobs, whether commercial or not, to more than 20 recipients in a single operation;
- (d) distribute or otherwise publish, through the use of the Services, any communication and/or document which:
 - i. is obscene, indecent, pornographic, profane, sexually explicit, or abusive;
 - ii. slanders, libels or defames any person or entity;
 - iii. infringes or violates the intellectual property rights, contract rights or any other rights of any third party;
 - iv. violates any applicable laws, rules, or regulations; or
 - v. contains software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

3. Payment. Use of the Services is dependent upon you agreeing to pay the fees indicated by PrinterOn for use of such Service.

4. A PrinterOn membership is created for the Administrator of the portal. The Administrator will receive an email containing an assigned password and an invitation to change that password. You are solely responsible for maintaining the confidentiality of any password you use to access the Services, and agree that PrinterOn will have no obligation with regard thereto.

5. Update of Service Information. You shall be solely responsible for checking your Service Information to determine whether such information is current and accurate and, if not current or accurate, you shall promptly update or correct, as the case may be, your Service Information. You agree to promptly provide written notice to PrinterOn of any known or suspected unauthorized use of your Service Information, or any known or suspected breach of security, including loss, theft, or unauthorized use of your Service Information. If your credit card expires, is cancelled, is lost or is subject to use without your authorization, you must provide notice of such information and revise your Service Information accordingly, if such credit card use is applicable to the use of the Services.

6. Ownership. You acknowledge and agree that PrinterOn and any third party licensors retain all right, title and interest in and to all of the content of the Website, including without limitation, the text, images, software, audio and video clips, databases and Services (collectively, the "Content"), including all intellectual property rights

therein (whether or not patentable or registrable under copyright, trademark, or similar legislation or subject to analogous protection), including without limitation, any and all enhancements, improvements, corrections and/or modifications to the Website and/or the Services, save and except for content solely rightfully provided by you. Nothing in these terms and conditions confers to you any ownership rights to the Website or the Services. This website, and related software, contains matter covered by U.S. and international patents, including U.S. Patents 8,570,566, 7,827,293, 7,249,188, 7,007,093 and 6,990,527.

7. Content of Communications Using PrinterOn's Services. You are solely responsible for the content of any transmissions of communications you send or receive using the Services through the Website.

8. Privacy Policy. PrinterOn's policy with respect to the collection, use and disclosure of your personal information is set forth in our Privacy Policy.

9. Monitoring. Through the use of the Services, PrinterOn provides you with the opportunity to receive, send and print documents and/or communications. PrinterOn reserves the right, but has no obligation, to monitor your usage of the Services to determine, in PrinterOn's sole discretion, if such usage may violate the terms of this Agreement. PrinterOn shall not monitor nor can it access the content of any print job sent using the Services.

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(a) To the Agreement:

PrinterOn has the right to modify, in its sole discretion, this Agreement. Any modification is effective immediately upon posting to the Website or upon distribution via e-mail. Your continued use of the Website following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s).

(b) To the Website:

PrinterOn has the right, in its sole discretion without notice, to modify, correct any errors or omissions in any

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12. Termination. PrinterOn may terminate this Agreement and/or your access to and use of the Website or Services:

- (a) immediately, in the event PrinterOn determines, in its sole discretion, that you have breached this Agreement, including, without limitation, Sections 2, 3, 5 and 15;
- (b) upon 5 days prior written notice by e-mail from PrinterOn for any reason.

13. Disclaimer of Warranties. You expressly understand and agree that your use of the Website and Services is at your sole risk. The Website and Services are provided to you on an "AS IS" basis and may not always be available due to causes described in Section 14 hereof and you acknowledge that:

- (a) the transmission or receipt of any e-mail messages and/or attachments using the Services may occur over an unsecured network and may therefore not remain confidential; and
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- (b) any unauthorized disclosure of your passwords or other personal identification numbers that may be assigned to you by PrinterOn or chosen by you for access to the Website and/or Services or unauthorized disclosure of your Account Information that occurs through no fault of PrinterOn; or
- (c) the accuracy, truthfulness or validity of any data entered by you through use of the Website or Services.

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16. General Provisions.

(a) These terms and conditions constitute the full, final and entire agreement between you and PrinterOn. All prior agreements or representations, written or oral, between you and PrinterOn are superseded by these terms and conditions.

(b) These terms and conditions inure to the benefit of and shall be binding upon our respective heirs, successors or permitted assigns, as the case may be.

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

(d) These terms and conditions shall be governed and construed in accordance with the laws of the Province of Ontario, Canada and the laws of Canada applicable therein without reference to its conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of a court of competent jurisdiction in Ontario in any suit, action or other legal proceeding relating to these terms and conditions and all claims in respect to any such suit, action or other legal proceeding may be heard and determined in and enforced in and by any such court. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

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THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS FOR YOUR USE OF THIS PRINTERON ("PrinterOn") WEBSITE (the "Website") AND ANY OF THE SERVICES (the "Services") OFFERED BY PRINTERON THROUGH THIS WEBSITE. YOUR USE OF THIS WEBSITE AND/OR THE SERVICES IS SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS AND BY USING THIS WEBSITE AND/OR THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE WEBSITE AND/OR THE SERVICES.

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2. Restrictions on Use. You agree not to:

- (a) license, sublicense, sell, distribute or otherwise transfer any right in or to the Services;
- (b) knowingly interrupt, or attempt to interrupt, the operation of the Website or Services in any way;
- (c) use the Services to send the same or substantially similar unsolicited e-mail messages or print jobs, whether commercial or not, to more than 20 recipients in a single operation;
- (d) distribute or otherwise publish, through the use of the Services, any communication and/or document which:
 - i. is obscene, indecent, pornographic, profane, sexually explicit, or abusive;
 - ii. slanders, libels or defames any person or entity;
 - iii. infringes or violates the intellectual property rights, contract rights or any other rights of any third party;
 - iv. violates any applicable laws, rules, or regulations; or
 - v. contains software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

3. Payment. Use of the Services is dependent upon you agreeing to pay the fees indicated by PrinterOn for use of such Service.

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5. Update of Service Information. You shall be solely responsible for checking your Service Information to determine whether such information is current and accurate and, if not current or accurate, you shall promptly update or correct, as the case may be, your Service Information. You agree to promptly provide written notice to PrinterOn of any known or suspected unauthorized use of your Service Information, or any known or suspected breach of security, including loss, theft, or unauthorized use of your Service Information. If your credit card expires, is cancelled, is lost or is subject to use without your authorization, you must provide notice of such information and revise your Service Information accordingly, if such credit card use is applicable to the use of the Services.

6. Ownership. You acknowledge and agree that PrinterOn and any third party licensors retain all right, title and interest in and to all of the content of the Website, including without limitation, the text, images, software, audio and video clips, databases and Services (collectively, the "Content"), including all intellectual property rights therein (whether or not patentable or registrable under copyright, trademark, or similar legislation or subject to analogous protection), including without limitation, any and all enhancements, improvements, corrections and/or modifications to the Website and/or the Services, save and except for content solely rightfully provided by you. Nothing in these terms and conditions confers to you any ownership rights to the Website or the Services. This website, and related software, contains matter covered by U.S. and international patents, including U.S. Patents 9,058,138, 8,970,873, 8,843,617, 8,570,566, 7,827,293, 7,249,188, 7,007,093 and 6,990,527.

7. Content of Communications Using PrinterOn's Services. You are solely responsible for the content of any transmissions of communications you send or receive using the Services through the Website.

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10. Links to Other Sites. The Website may contain links and pointers to other websites maintained by third parties. Such links do not constitute an endorsement by PrinterOn or any of its affiliated corporations and their respective directors, officers, employees or shareholders (the "Affiliates") of such websites or any of the contents of such websites. PrinterOn and its Affiliates do not control, and are not responsible for, the availability, accuracy, or currency of such third-party sites or any information, content, products or services accessible from such third-party websites.

11. Modifications.

(a) To the Agreement:

PrinterOn has the right to modify, in its sole discretion, this Agreement. Any modification is effective immediately upon posting to the Website or upon distribution via e-mail. Your continued use of the Website following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s).

(b) To the Website:

PrinterOn has the right, in its sole discretion without notice, to modify, correct any errors or omissions in any portion of the Website, suspend or discontinue the Website or any portion thereof at any time, including, without limitation, the availability of any Services. PrinterOn may also impose limits on certain features and other services available through the Website or restrict your access to parts or all of the Website without notice or liability.

12. Termination. PrinterOn may terminate this Agreement and/or your access to and use of the Website or Services:

(a) immediately, in the event PrinterOn determines, in its sole discretion, that you have breached this Agreement, including, without limitation, Sections 2, 3, 5 and 15;

(b) upon 5 days prior written notice by e-mail from PrinterOn for any reason.

13. Disclaimer of Warranties. You expressly understand and agree that your use of the Website and Services is at your sole risk. The Website and Services are provided to you on an "AS IS" basis and may not always be available due to causes described in Section 14 hereof and you acknowledge that:

(a) the transmission or receipt of any e-mail messages and/or attachments using the Services may occur over an unsecured network and may therefore not remain confidential; and

(b) the form and content of any e-mail message and/or attachments transmitted or received using the Services may differ from the original. PrinterOn expressly disclaims all warranties and conditions of any kind, whether

express or implied, including, without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement. You agree that no advice or information, whether oral or written, obtained by you from PrinterOn or through or from the Website or the Services shall create any warranty not expressly stated in these terms and conditions.

14. Limitation of Liability. You agree that in no event will PrinterOn or its Affiliates be liable for damages in respect of incidental, ordinary, punitive, exemplary, indirect, special or consequential damages including, but not limited to, lost business revenue, lost profits, loss of data, loss of business opportunity or any claim against PrinterOn by any other party even if PrinterOn has been advised of the possibility of such damage, claim or loss. You agree that PrinterOn will not be liable to you or any third party for:

- (a) any termination of your access to the Website or Services;
- (b) any unauthorized disclosure of your passwords or other personal identification numbers that may be assigned to you by PrinterOn or chosen by your for access to the Website and/or Services or unauthorized disclosure of your Account Information that occurs through no fault of PrinterOn; or
- (c) the accuracy, truthfulness or validity of any data entered by you through use of the Website or Services.

You further acknowledge and agree that PrinterOn will not be liable for any loss resulting from a cause over which PrinterOn does not have any direct control, including but not limited to, failure of equipment or services relating to your computer, problems with data transmission facilities or your telephone or telephone service, unauthorized access, theft, operator errors, severe weather, earthquakes or labour disputes. PrinterOn is not responsible for any damage to your computer, software, modem, telephone or wireless device or other property resulting from your use of the service. You further agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Services or arising out of these terms and conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages and accordingly, some of the above limitations may not apply to you.

15. Indemnification. You agree to indemnify and hold PrinterOn harmless from and against any loss, liability, cost, expense or damage arising out of any claim, suit, action or judgment brought against PrinterOn or its Affiliates related to your violation of any provincial, state, federal or other laws or regulations or any third party rights, including, without limitation, invasion of privacy terms.

16. General Provisions.

- (a) These terms and conditions constitute the full, final and entire agreement between you and PrinterOn. All

prior agreements or representations, written or oral, between you and PrinterOn are superseded by these terms and conditions.

(b) These terms and conditions inure to the benefit of and shall be binding upon our respective heirs, successors or permitted assigns, as the case may be.

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

(d) These terms and conditions shall be governed and construed in accordance with the laws of the Province of Ontario, Canada and the laws of Canada applicable therein without reference to its conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of a court of competent jurisdiction in Ontario in any suit, action or other legal proceeding relating to these terms and conditions and all claims in respect to any such suit, action or other legal proceeding may be heard and determined in and enforced in and by any such court. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

If you have any questions or require clarification, please contact in writing:

PrinterOn Inc.

221 McIntyre Drive

Kitchener, Ontario

Canada

N2R 1G1

Facsimile: (519) 748-9457

Enterprise Solution License Agreement

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Each Server License permits the Licensee to enter the related Printer identifiers into PrinterOn’s on-line printer directory application (the “Global Print Directory”), which provides search and discovery capabilities as well as license validation. In order to maintain functionality of the Software in association with the related Printer for a period of one year from the date of grant of this License, the Licensee must enter the related Printer identifiers into the Global Print Directory by following the instructions set forth in the Documentation. Thereafter, Licensee must pay an annual maintenance fee, annually in advance, in order to maintain the related Printer identifiers in the Global Print Directory thereby maintaining the functionality of the Software in association with the related Printer during the year in which the pre-paid maintenance fee relates. PrinterOn grants a limited license to Licensee to remotely access and use the Global Print Directory for the sole purpose of entering the related Printer identifiers.

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In this paragraph,

- a. "MPS" means the management of Printers and other devices by Licensee (hereafter a "MPS Provider") for or on behalf of its customers, by (among other things) using the Software.
- b. "MPS Service Agreement" means an agreement between MPS Provider and its customer to provide MPS.
- c. "MPS Printer" is a Printer that is either owned by MPS Provider for the benefit of its customer or managed by the MPS Provider for the benefit of its customer pursuant to a Service Agreement.
- d. If MPS Provider uses the Software to provide MPS, the following shall apply (in addition to the other provisions herein) to the MPS Provider:
 - i. All MPS must be subject to a MPS Services Agreement that is of a specified duration.
 - ii. MPS Provider may purchase several Server Licenses, and each such Server License may support not more than one MPS Printer.
 - iii. Once a Server License is deployed and the Software is used in association with one MPS Printer of a customer, it may not be redeployed, and the Software may not be used in association with another MPS Printer except another MSP Printer of the same customer.
 - iv. Each Server License that is deployed shall have a term of use that shall be the same as the term of the MPS Service Agreement. Upon expiry or termination of the MPS Service Agreement, the Server License shall also expire. An expired Server License may not be redeployed or otherwise used or made available for any purpose

whatsoever.

v. MPS Provider shall maintain complete and accurate MPS Agreements and other documentation to support the provision of MPS by MPS Provider to its clients. PrinterOn shall have the right directly, or by engaging an independent accountant, to review MPS Provider's records, which records shall include all MPS Agreements necessary to verify compliance by MPS Provider with this paragraph. On reasonable notice from PrinterOn, MPS Provider shall give such person access to such records at MPS Provider's facilities during normal business hours. Subject to the next sentence, such audit shall be at PrinterOn's expense and may occur no more than once in any twelve month period. If such audit reveals that MPS Provider is in breach this paragraph, in addition to any other remedy PrinterOn may have, MPS Provider shall be required to immediately pay addition licensee fees at PrinterOn's then prevailing rates so that MPS Provider is compliant with this paragraph and MPS Provider shall immediately pay for the cost of the audit. This Section shall survive the termination of this License for 12 months

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remaining in the first year following the date of the License grant) and (ii) if PrinterOn terminates the Global Print Directory functionality in any subsequent year following the date of the License grant other than by reason of a breach of this License by Licensee, PrinterOn shall refund the pro rata portion of the maintenance fee paid in respect of that year (based upon the number of complete months remaining in the such year). .

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