

RESELLER AGREEMENT

THIS RESELLER AGREEMENT is made effective as of June 1st, 2017.

BETWEEN:

WATERLOO MAPLE INC.

("MAPLESOFT")

- and -

JNESYTECH

("Reseller")

CONTEXT:

- A. MAPLESOFT owns, or has licensed from its suppliers, all proprietary right, title and interest in those computer software products listed on Schedule A (the "MAPLESOFT Software").
- B. Reseller is an independent corporation in the services and software business working to resell, distribute or provide professional consulting services to computer software products in the Territory.
- C. MAPLESOFT and Reseller desire to enter into an arrangement by which Reseller will act as a non-exclusive reseller of the Products, as an "off-the-shelf" software product, to End Users within the Industry that are located in the Territory in accordance with this Agreement.
- D. The Parties have agreed to enter into this Agreement on the terms and conditions of this Agreement contained.

THEREFORE, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 **Definitions.** In this Agreement, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:
- (a) "Agreement" means this Reseller Agreement, including all Schedules and Exhibits, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.
 - (b) "Brand Features" means, collectively, all of the trademarks, trade names, service marks, logos or other distinctive brand features of MAPLESOFT, whether registered or unregistered, including, those that identify the goods and services (including the Products) of MAPLESOFT and, those that MAPLESOFT may in the future use and register to identify its products or services.
 - (c) "Confidential Information" means any information concerning the business, properties, affairs or finances of either Party or of any person, firm, corporation or other entity which either Party is under an obligation to keep confidential, including trade secrets,

customer lists, business studies and analyses and any and all proposals, notes, memoranda, reports, lists and records, whether written, printed or in digital format or otherwise, relating to any matter within the scope of the business of either Party or concerning any of its dealings or affairs, and shall include all intellectual property and any and all other types of information which are identified by either Party as confidential at the time of disclosure to the other Party.

- (d) **"Copyrighted Materials"** means all materials, in any format, created or distributed by MAPLESOFT for use in connection with the promotion, advertisement and sale of the Products.
- (e) **"End User"** means any person, firm, corporation or other entity in the Industry that is located in the Territory, who obtains a copy of a Product to fulfil its own internal needs and not for resale or sublicensing.
- (f) **"Future Products"** means MAPLESOFT products, media types, or services not offered as of the date of this Agreement.
- (g) **"Industry"** means the industry or market sector set out in Schedule A and any such additional industry(ies) or sector(s) as MAPLESOFT may, in its sole and absolute discretion, designate by written amendment from time to time.
- (h) **"Intellectual Property Right"** means any right that is or may be granted or recognized under any Canadian, United States or foreign legislation regarding patents, copyrights, neighbouring rights, moral rights, trade-marks (including trade names and service marks), trade secrets, confidential information, industrial designs, design rights, mask work, integrated circuit topography, privacy and publicity rights and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing.
- (i) **"MAPLESOFT Marketing Guidelines"** means the guidelines and policies established by MAPLESOFT from time to time pertaining to Reseller's practises relating to the promotion and advertising of the Products, including use of the Brand Features.
- (j) **"Modifications"** means all updates, upgrades, versions, modifications, enhancements, improvements and/or corrections made or to be made to the Products.
- (k) **"Parties"** means, collectively, MAPLESOFT and Reseller, and **"Party"** means either one of them.
- (l) **"Products"** means the MAPLESOFT Software, related material and documentation and Modifications available and any support services provided by MAPLESOFT in relation to the MAPLESOFT Software.
- (m) **"Territory"** means the geographical territory set out in Schedule A and any such additional territory or territories as MAPLESOFT may, in its sole discretion, designate by written amendment from time to time.

(n) "Web Site" means the Reseller's web site.

- 1.2 **Interpretation.** In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively. The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect its construction or interpretation. References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless otherwise specified. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a business day, the time period will end on the next business day.
- 1.3 **Formal Review.** This Agreement has been reviewed by each Party's professional advisors, and revised during the course of negotiations between the Parties. Each Party acknowledges that this Agreement is product of their joint efforts that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.
- 1.4 **Schedules.** The following are the Schedules attached to and incorporated in this Agreement by reference:
- | | |
|-------------|--|
| Schedule A: | MAPLESOFT Software, Industry and Territory |
| Schedule B: | Reseller Tiered Discounts |
| Schedule C: | Current Maplesoft List Price |
| Schedule D: | Order Procedures for Products |

ARTICLE 2 – APPOINTMENT AS RESELLER

- 2.1 **Appointment.** Subject to the terms and conditions of this Agreement, MAPLESOFT hereby grants Reseller a non-exclusive, non-transferable, revocable right during the Term as follows:
- (a) to market and promote the Products to End Users within the Industry that are located in the Territory, solely for use in the Territory; and
 - (b) to resell Product licenses or subscriptions to End Users within the Industry and that are located in Territory subject to the End User's acceptance of the EULA (as defined below) and payment of the applicable license or subscription fees for the Products.

For greater clarity, Reseller shall have no right to resell the Product to any person, firm or other entity that is not in the Industry and that is not located the Territory or through any other reseller, distributor, sub-distributor or other third party without the express written permission of MAPLESOFT.

- 2.2 **Retained Rights.** Nothing in this Agreement shall prevent MAPLESOFT from: (i) directly or indirectly marketing, distributing, selling or supporting the Products in the Industry or the

Territory, including appointing any other resellers or distributors for the Industry or in the Territory, (ii) contracting with another party to fulfill sales orders of its Products to any customer, including End Users, or (iii) from dealing directly with customers, End Users or prospects, within or outside the Industry or the Territory at any time and from time to time during and after the Term.

Industry and Territory. Reseller shall not conduct any business activities in relation to the Products outside the Industry or the Territory. Reseller shall not sell, market or make available the Products to any person, firm or other entity that Reseller knows, or ought to know, will install or use the Product for use not applicable to the Industry and for use outside the Territory, without prior written approval of MAPLESOFT. Reseller will immediately notify MAPLESOFT if Reseller receives an order from any party not in the Industry or for Products to be installed or used outside of the Industry. If requested by Reseller in writing, MAPLESOFT may, at its sole discretion, on a case by case basis, approve the licensing of the Products by Reseller to an identified customer who is not within the Industry or Territory. Reseller further agrees and understands that MAPLESOFT may grant, deny or condition such approval at its sole discretion and is not required to provide Reseller with any reason or explanation.

- 2.3 **Licensing of Products.** Notwithstanding any express or implied terms in this Agreement, all Products shall be licensed to each End User pursuant to MAPLESOFT's end user license agreement ("EULA"), a current copy of which can be provided by MAPLESOFT upon request (the EULA may be modified by MAPLESOFT from time to time).
- 2.4 **Right to Resell Future Products.** Nothing in this Agreement gives Reseller the right to resell Future Products. Reseller may be granted the right, through a written amendment to this Agreement entered into with MAPLESOFT, to resell Future Products as determined by MAPLESOFT in its sole discretion.
- 2.5 **No Standard Right to Resell on Reseller's Web Site.** Nothing in this Agreement gives Reseller the right to resell Products (which includes the physical media and related materials) on the Web Site. Reseller may be granted the right, through a written amendment to this Agreement entered into with MAPLESOFT, to resell Products (which includes the physical media and related materials) on the Web Site.
- 2.6 **Competitive Products.** Except as expressly set out in Schedule A or as MAPLESOFT may, in its sole discretion, agree by written amendment from time to time, Reseller shall not, during the Term, directly or indirectly market, promote, sell any product or service that competes with, performs the same or materially similar to, or is a substitute for any of the Products (as determined by MAPLESOFT in its sole discretion).
- 2.7 **Minimum Volumes.** Following the execution of this Agreement, the Parties shall negotiate in good faith to establish minimum purchase requirements for the Products by Reseller for each contract or calendar year (as the case may be). Reseller shall use all commercially reasonable efforts to achieve such requirements.
- 2.8 **Use of Products by Reseller.** Reseller shall, during the Term, be entitled to use such number of copies of the Products as MAPLESOFT may, in its sole discretion, provide on a fee-free basis for the limited purposes of: (i) internally supporting and directly selling the Products in the Industry located in Territory; (ii) the marketing and promotion of such Products to prospective customers;

and (iii) Reseller's internal use in order to educate itself (and its employees) with the Products. Any other use shall require a license from MAPLESOFT for which a fee will be charged at MAPLESOFT's sole discretion based on a 30% discount from the standard US International Pro pricing schedule as defined and updated from time to time by Maplesoft in its sole discretion. Reseller should therefore acquire applicable licenses to the Maplesoft Product(s) in order to deliver and/or satisfy any service or consulting projects where the Maplesoft Products are utilized (internal to Reseller, or otherwise). Maplesoft shall provide a discount for such Maplesoft Product license for such case. Reseller is required to share with Maplesoft any End-User contact information gathered as a result of the project as well as summary detailing any such consulting project. For greater certainty, should Reseller engage with an End-user on a consulting or service basis to provide any type of professional consulting service, the Reseller must acquire a valid license to the appropriate Maplesoft Product(s) for each End-User engagement/project. Reseller's use of the Products shall always be subject to the terms and conditions of the EULA accompanying such Products and any other terms or conditions as MAPLESOFT may require.

- 2.9 **Changes to Products.** MAPLESOFT reserves the right, at any time without liability on the part of MAPLESOFT or without prior notice to Reseller, to: (i) make Modifications, including any Modifications to the specifications, features, and functions of the Products, as well as to any documentation or related materials; (ii) discontinue distribution and licensing of any or all Products in any market or territory, including to discontinue Reseller's right to resell the Products; or (iii) change or terminate the level or type of support service that MAPLESOFT makes available for each Product to End Users.

ARTICLE 3 – OWNERSHIP AND CONFIDENTIALITY OF THE PRODUCT

- 3.1 **Ownership of Intellectual Property.** Reseller acknowledges and agrees that the Products, Future Products, all Modifications made or supplied by MAPLESOFT, Derivative Works (as defined below), Brand Features and Copyrighted Materials and all Intellectual Property Rights therein (collectively, the "MAPLESOFT Property") shall at all times remain the sole property of MAPLESOFT, and Reseller shall have only such limited rights with respect thereto as shall be given under this Agreement. In the event that any right, title or interest in any MAPLESOFT Property vests in Reseller, Reseller hereby assigns, sets over and transfers to MAPLESOFT all of its legal and equitable right, title and interest in and to the MAPLESOFT Property perpetually and throughout the World, including any Intellectual Property Rights therein. Reseller irrevocably waives in favour of MAPLESOFT and all of MAPLESOFT's licensees, successors and assigns any and all of its moral rights in relation to all MAPLESOFT Property. Reseller shall not take any legal action in relation to the protection or defence of any Intellectual Property Rights pertaining to the Products without the prior written approval of MAPLESOFT. Reseller shall assist in the protection and defence of such Intellectual Property Rights in such reasonable manner as MAPLESOFT requests. Reseller shall promptly notify MAPLESOFT of: (i) any claims, allegations, or notifications that Reseller's marketing, licensing, support or service of the Products may or will infringe the Intellectual Property Rights of any other person or entity, and (ii) any determination, discovery, or notification that any person, firm, corporation or other entity is or may be infringing the Intellectual Property Rights of MAPLESOFT.
- 3.2 **Derivative Works.** Reseller is not permitted to create any Derivative Works (as defined below). Notwithstanding the foregoing, if Reseller creates or causes another third party to create any translation or extension or any Modification to the Products or otherwise creates a derivative

work of the Products or any portion thereof (in each case a “**Derivative Work**”), such Derivative Work shall be the exclusive property of MAPLESOFT, and no royalty or other payment or right shall be due to or exercisable by Reseller. Reseller shall have no right to use the Derivative Work unless otherwise agreed to in writing in advance by MAPLESOFT.

- 3.3 **Ownership of Confidential Information.** All right, title and interest in and to Confidential Information of either MAPLESOFT or Reseller is and shall remain with the Party disclosing such Confidential Information. Neither Party shall acquire any right, title or interest in or to any Confidential Information of the other Party pursuant to this Agreement.
- 3.4 **Obligation of Confidentiality.** During the course of performance of this Agreement, either Party (the “**Disclosing Party**”) may disclose certain Confidential Information to the other (the “**Recipient Party**”). The Recipient Party acknowledges that any Confidential Information of the Disclosing Party furnished to or acquired by it, directly or indirectly, is and shall be treated by the Recipient Party and by any person authorized by the Recipient Party to have access thereto as, valuable, proprietary and confidential information of the Disclosing Party. The Recipient Party covenants and agrees that it shall keep all Confidential Information strictly confidential, and shall not disclose, directly or indirectly any Confidential Information to any person, firm, corporation or other entity (other than those of its employees, directors, officers, shareholders, representatives, consultants, licensees and/or agents who have a need to know such Confidential Information for purposes for which it was disclosed, and who have been advised of the confidentiality obligations contained in this Agreement), and not to make use of any of the Confidential Information (other than for the purpose for which the Confidential Information was provided) without the Disclosing Party's prior written consent. These confidentiality obligations shall survive for a period of three (3) years following the termination of this Agreement.
- 3.5 **Exceptions to Obligations of Confidentiality.** The foregoing confidentiality obligations do not apply:
- (a) to the extent that the Confidential Information is or becomes generally available to the public other than as a result of a breach of this Agreement;
 - (b) to the extent that the Confidential Information was known to the Recipient Party prior to the date of this Agreement, other than by reason of having been previously disclosed in confidence;
 - (c) if the Confidential Information is made known to the Recipient Party by a third party who did not obtain it directly or indirectly from the Disclosing Party and who does not obligate the Recipient Party to hold it in confidence;
 - (d) if the Confidential Information is independently developed by the Recipient Party as evidenced by credible written research records or Recipient Party's employees or agents who did not have access to the Disclosing Party's Confidential Information,
 - (e) if the Recipient Party is directly ordered by a court or other governmental authority to disclose all or any part of the Confidential Information, provided, however, that the Recipient Party will give prompt notice to the Disclosing Party of any such order, or of any legal or governmental proceeding that might result in such an order, and will not disclose any Confidential Information until Disclosing Party has been provided with a

reasonable opportunity to limit or prevent such disclosure; or

- (f) any information provided by Reseller to MAPLESOFT in respect of End Users or prospective customers of Reseller.

- 3.6 **Irreparable Harm.** The Recipient Party acknowledges that any unauthorized disclosure and use of Confidential Information of the Disclosing Party will cause irreparable harm to the Disclosing Party for which damages may not be an adequate remedy. In the event of unauthorized disclosure and use of its Confidential Information, the Disclosing Party shall, in addition to any other rights or remedies it may have in law or equity under this Agreement or otherwise, be entitled to injunctive relief.
- 3.7 **Return of Confidential Information.** The Recipient Party agrees that, immediately upon request by the Disclosing Party, and in any event, immediately upon termination of this Agreement, the Recipient Party shall deliver all copies of all Confidential Information of the Disclosing Party in its possession, care or control to the Disclosing Party and the Recipient Party shall deliver to the Disclosing Party a notarized certificate of one of its senior officers attesting to the completion of such return.

ARTICLE 4 – BRAND FEATURES

- 4.1 **Rights to Copyrighted Materials and Brand Features.** MAPLESOFT hereby grants to Reseller the non-exclusive, non-transferable right in the Territory solely: (a) to use the Brand Features during the Term for the marketing, promotion, support and sale of the Products in accordance with the terms of this Agreement; and (b) to distribute and publicly display the Copyrighted Materials in connection with the promotion, advertisement and sale of the Products in accordance with the terms of this Agreement. Except as may be expressly provided for in this Agreement, Reseller shall not sub-license, transfer or otherwise deal with the rights of use of the Brand Features or Copyrighted Materials granted under this Agreement. Upon termination of this Agreement or as otherwise provided in this Agreement, Reseller shall cease using all Brand Features and Copyrighted Materials.
- 4.2 **Use of Copyrighted Materials and Brand Features.**
 - (a) Reseller will use and display the Brand Features only in the form and manner that is in compliance with this Agreement (including Section 7.2) MAPLESOFT's quality control and usage guidelines as may be communicated to Reseller from time to time, including the MAPLESOFT Marketing Guidelines. Reseller accepts that its usage of the Brand Features and Copyrighted Materials are at all times under the control of MAPLESOFT and Reseller shall co-operate with MAPLESOFT in facilitating the exercise of such control by MAPLESOFT.
 - (b) In the event that Reseller uses or refers to the Brand Features or Copyrighted Materials in advertising, promoting or in any other manner so as to identify the Products, Reseller shall clearly indicate MAPLESOFT's ownership of the Brand Features or Copyrighted Materials, as applicable.
 - (c) If, in sole opinion of MAPLESOFT, any advertising or promotional material, or any marketing, promotional or sales practice of Reseller, is misleading or deceptive to the



public, is of a quality, format, character or nature that is detrimental or otherwise injurious to MAPLESOFT or the Products, or which MAPLESOFT in its sole discretion otherwise objects to, Reseller will, upon notice to it from MAPLESOFT, immediately stop using that advertising and promotional material immediately or otherwise cease such conduct. Notwithstanding the foregoing, MAPLESOFT reserves the right to audit and inspect samples of labeling and marketing or other materials bearing the Brand Features or Copyrighted Materials, from time to time, to ensure the character and quality of same, and to otherwise confirm Reseller's compliance with this Article 4. The foregoing audit right shall survive the termination of this Agreement.

- 4.3 **Ownership.** Reseller acknowledges MAPLESOFT's exclusive right, title and interest in and to the Brand Features, Copyrighted Materials, and any other Intellectual Property Rights relating to the Products, and Reseller agrees that it shall not do, nor cause to be done, during the Term and thereafter, any acts or things contesting or in any way impairing or tending to impair or infringe any portion of MAPLESOFT's right, title and interest therein. Reseller shall not in any manner represent that it possesses any ownership interest in the Brand Features, Copyrighted Materials or any registration thereof, nor shall any action taken by Reseller or on Reseller's behalf create in Reseller's favor any right, title or interest in and to the Brand Features or Copyrighted Materials. Reseller acknowledges and agrees that all use of the Brand Features and Copyrighted Materials shall enure to the benefit of MAPLESOFT or its licensors (as the case may be). Reseller recognizes MAPLESOFT's exclusive right to seek copyright protection for and/or the registration of copyright of any Copyrighted Materials, including translation of any and all promotional or descriptive material furnished to Reseller by MAPLESOFT.

4.4 **Reservation of Rights and Restrictions.**

- (a) Except for the rights expressly granted in Section 4.1, no other right, title, license or interest in or to the Brand Features and/or any other property of MAPLESOFT is hereby granted to Reseller.
- (b) Reseller shall not alter or remove any Brand Features, any reference to MAPLESOFT, or any other name displayed in connection with the Products or the Copyrighted Materials. Reseller shall not use the Brand Features or Copyrighted Materials in connection with any products other than the Products.
- (c) Reseller shall not during or after the term of this Agreement directly or indirectly contest, oppose, or challenge nor assist any third party in doing anything by any act or omission that might adversely affect the validity, integrity, or MAPLESOFT's ownership of the Brand Features. Without limiting the generality of the foregoing, Reseller agrees that it will not assert any claim of ownership to the Brand Features, or to the reputation or goodwill therein, by virtue of Reseller's use of the Brand Features or otherwise, and agrees that it shall not during or subsequent to the Term of this Agreement attempt to register the Brand Features, or any trade mark, service mark, trade name, or domain name confusingly similar thereto, alone or in combination with any other written or figurative element, in any jurisdiction. During the Term and thereafter, Reseller shall not modify or create any derivative works based on the Copyrighted Materials, or otherwise infringe the rights of MAPLESOFT in the Brand Features, Copyrighted Materials, or the Products. The foregoing obligation shall survive the termination of this Agreement.



- (d) MAPLESOFT may permit Reseller from time to time upon MAPLESOFT's prior written consent, to use internet addresses (URLs) that include MAPLESOFT's company or product names (except those URLs already owned or used by MAPLESOFT, another reseller approved by MAPLESOFT or other third party) during the Term of this Agreement. Reseller, however, acknowledges and agrees that ownership of URLs remains with MAPLESOFT and the right of Reseller to use such URLs at any time may be terminated by MAPLESOFT.

- 4.5 **Rights to Reseller Trademarks.** Reseller grants to MAPLESOFT the non-exclusive, fee-free, royalty-free, fully-paid, worldwide right to use, during the Term, Reseller's trademarks, trade names, logos or service marks, whether registered or unregistered, for MAPLESOFT's general marketing and/or internal business purposes, including the right to identify Reseller as an authorized reseller of MAPLESOFT.

ARTICLE 5 – RELATIONSHIP OF THE PARTIES

- 5.1 **Independent Contractor Status.** It is the intention of the Parties, and the Parties understand and agree, that the Parties are and shall be independent contractors to one another, and neither MAPLESOFT, Reseller nor any of their respective representatives is an employee, agent, joint venturer or partner of the other Party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Reseller and MAPLESOFT or any of their respective representatives or personnel.
- 5.2 **No Authority.** Neither MAPLESOFT nor Reseller is authorized to oblige the other Party or act in the name of the other Party. MAPLESOFT and Reseller are independent contractors and the Parties are not partners, agents or legal representatives of each other and have no power of attorney to represent, act for, bind or commit each other. Reseller shall have no authority to bind MAPLESOFT in any manner whatsoever. MAPLESOFT shall not be held responsible for any debts, obligations, or liabilities of Reseller arising from this Agreement. Reseller and MAPLESOFT hereby acknowledge and agree that the respective businesses of each of the Parties shall be operated separate and apart from each other.

ARTICLE 6 - TERM AND TERMINATION

- 6.1 **Term.** This Agreement shall commence on the date set out on page 1 of this Agreement and shall continue until terminated earlier in accordance with the provisions of this Agreement (the "Term").
- 6.2 **Termination.** This Agreement may be terminated:
 - (a) immediately by either Party upon the occurrence of any of the following events:
 - (i) breach by the other Party of any of the material provisions set out in this Agreement, including the Reseller's payment obligations under this Agreement, that if capable of being cured, remains uncured for a period of 30 days following receipt of written notice by the terminating Party of such breach, or, if not curable, may be terminated by such Party upon service of notice of breach; or
 - (ii) if the other Party ceases or threatens to cease to carry on its business, commits



an act of bankruptcy, becomes insolvent, make an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors; or

- (iii) if any proceeding is taken with respect to a compromise or arrangement, bankruptcy or winding up, or to have a receiver appointed with respect to any part of the assets of either Party and such proceeding has not been dismissed within 60 days of such proceeding being initiated, or if any encumbrancer takes possession of any part thereof.
- (b) at any time by MAPLESOFT upon 60 days' written notice to Reseller;
- (c) at any time by Reseller upon 120 days' written notice to MAPLESOFT;
- (d) if Reseller assigns this Agreement without MAPLESOFT's consent; or
- (e) upon MAPLESOFT exercising its right under Section 7.10.

6.3 Obligations upon Termination or Expiration. Upon the effective date of termination of this Agreement:

- (a) Reseller shall cease its use of the Brand Features and, if applicable, Copyrighted Materials and shall immediately cease to promote, market and resell the Products and any holding out of itself as an authorized Reseller of the Products;
- (b) Reseller shall deliver to MAPLESOFT its then existing list of End Users of the Products;
- (c) Reseller shall pay to MAPLESOFT all amounts outstanding and owing pursuant to this Agreement as of the effective date of termination;
- (d) any outstanding purchase orders may be cancelled at MAPLESOFT's discretion; and
- (e) all End Users will be transitioned to MAPLESOFT and MAPLESOFT shall be free to sell Products, including license or subscription renewals, to such End Users without any restriction and without owing any compensation to Reseller; and
- (f) Reseller shall return promptly all Products in inventory and all the Confidential Information of MAPLESOFT, including any data, records, documents, drawings, specifications, computer programs or materials of any nature or kind relating to the Product, including all materials incorporating Confidential Information of MAPLESOFT and Reseller shall deliver to MAPLESOFT a notarized certificate of its chief executive officer attesting to such return.

6.4 Survival. Termination of this Agreement does not relieve the Parties of any obligations accruing up to or upon termination and any terms and conditions of this Agreement which by their nature extend beyond the Term and shall survive the termination of this Agreement, including Sections 1.2, 2.2, 4.3, 4.4(a), 6.3, 7.9, 7.11, 10.3, 10.4, 10.5, Article 3, Article 5, Article 11 - Article 14 (other than Sections 14.4 and 14.5) shall survive termination.



ARTICLE 7 - OBLIGATIONS OF RESELLER

- 7.1 **Efforts.** Reseller will continually use its best efforts to market, promote, resell and support the Products in accordance with this Agreement and the MAPLESOFT Marketing Guidelines.
- 7.2 **Conduct.**
- (a) Reseller shall at all times comply with applicable laws, rules and regulation in its performance of this Agreement. Reseller shall perform all its obligations under this Agreement in a timely and professional manner.
 - (b) Reseller, its representatives and employees shall conduct all business activities relating to the marketing, sale or distribution of the Products in a lawful manner, consistent with the highest standards of fair trade, fair competition and business ethics. Reseller shall not take any action which will detract from the good name of MAPLESOFT or the reputation of the Products.
 - (c) Reseller shall not reverse engineer the Products. Reseller may not create any products that are a derivative of or competitive with the Products.
 - (d) Reseller shall: (i) not engage in deceptive, misleading, illegal, or unethical practices that may be detrimental to MAPLESOFT or to the Products and any representations that Reseller makes about MAPLESOFT and the Products shall be fair and accurate; (ii) not without the prior written consent of MAPLESOFT represent itself as, nor cause any person or other entity to believe that Reseller is, the owner or licensor of the Products; and (iii) not make any representations, warranties, or guarantees to End Users concerning the Products without MAPLESOFT's prior written authorization, or make any representations, warranties, conditions or guarantees to End Users that MAPLESOFT specifically precludes.
- 7.3 **Marketing Activities.**
- (a) Reseller will consult, not less than monthly, with MAPLESOFT in connection with Reseller's sales and marketing strategies for the Products.
 - (b) Reseller shall have no right to rename or re-brand any of the Products or to use, market or distribute any of them under any names other than those specified by MAPLESOFT.
- 7.4 **Product Knowledge.**
- (a) Reseller represents and warrants that it has, and will continue to have during the Term, the facilities, personnel and technical expertise necessary to effectively market, resell, support and service the Products in accordance with this Agreement, and to provide support to End Users of the Products, in accordance with this Agreement. Reseller will possess and maintain facilities and staff that effectively market and service the Products to the Industry throughout the Territory. Reseller will establish and implement appropriate training programs for its staff as shall be required.
 - (b) MAPLESOFT may from time to time introduce training, certification or similar



requirements for Reseller in respect of a Product, including new versions, services of Future Products. Reseller agrees to complete any such training, certification or other requirements as required by MAPLESOFT, in its sole discretion, in order for Reseller to be able to market, promote and offer for sale the applicable Product, Modification, service or Future Products.

- (c) Reseller will use commercially reasonable efforts to legally obtain, and provide to MAPLESOFT, relevant intelligence and information regarding its product and operational plans and any activities of actual and potential competitors of MAPLESOFT in the Industry throughout Territory.

7.5 Sales, Support and End User Relationships.

- (a) Reseller shall be solely responsible for providing all quotations and marketing coordination to its End Users in relation to the Products and is fully responsible for ensuring the accuracy and completeness of such quotations.
- (b) Reseller shall be solely responsible for all collection of any charges or debts incurred by the licensing or distribution of the Products, as well as payment of any refunds or rebates to End Users.
- (c) Reseller will be solely responsible for deployment, integration, implementation, activation, set-up, and any other action needed for the successful use of Products by End Users, subject to the cooperation of MAPLESOFT as required and agreed to by MAPLESOFT in its sole discretion.
- (d) Reseller shall be responsible, at its cost and expense, to provide initial on-boarding and training for Products to End Users. Reseller shall also be responsible for providing technical support for the Products to its End User customers. Reseller shall direct to MAPLESOFT all customer technical support questions relating to the Products for End Users that Reseller is not capable for handling on its own.

7.6 Annual Business Plan. Reseller will submit to MAPLESOFT no later than January 15th of each year during which this Agreement is in force an annual business plan, including at least the following: (i) Reseller's company and organizational profile; (ii) summary of products and services offered by Reseller; (iii) target market and customer base profiles; (iv) detailed business strategy for the promotion and sale of the Product(s), including pricing, marketing and sales strategy and staff allocation; and (v) a revenue projection for the ensuing fiscal year.

7.7 Monthly Reports. Reseller will provide to MAPLESOFT by no later than the 3rd business day of each month during which this Agreement is in force the following monthly reports: (i) a sales forecast for the next month in a format to be provided by MAPLESOFT; and (ii) a lead generation report for the previous month showing advertising, sales and promotional events held during the prior month and listing leads generated.

7.8 Operational Reporting Requirements. Reseller shall promptly inform MAPLESOFT of any change, or anticipated change, in Reseller's organization or method of doing business.

7.9 Right and Authority. Reseller represents and warrants that it has the full right and authority to



enter into this Agreement without violating or constituting a breach or default under any contract or other obligation of Reseller.

- 7.10 **Change of Control.** Reseller shall promptly give written notice of any pending Change in Control (as defined below) of Reseller. Upon such notice, Reseller shall work in good faith with MAPLESOFT to supply MAPLESOFT such information as it reasonably requires to assess the effect of such Change in Control. In the event MAPLESOFT, in its sole and absolute discretion, deems the Change in Control to materially impair or limit its business in the as a reseller of Products to the Industry in the Territory, MAPLESOFT shall be able to terminate this Agreement upon thirty (30) days' notice. In this Agreement, "Change in Control" means: (i) any amalgamation arrangement, merger or other reorganization involving Reseller ("Merger") in which Reseller is not the continuing or surviving corporation or pursuant to which its outstanding share capital would be converted into cash, securities or other property, other than a Merger involving Reseller in which the holders of Reseller's outstanding share capital immediately prior to the Merger continue to represent more than 50 percent of the voting securities of the continuing or surviving corporation after the Merger; (ii) any sale, lease, transfer, exchange, or other disposition (in one transaction or a series of related transactions) of all or substantially all of the assets of Reseller; or (iii) the adoption of a plan or proposal for the liquidation or dissolution of Reseller.
- 7.11 **Records.**
- (a) Reseller agrees to permit MAPLESOFT to have free and unrestricted access (at MAPLESOFT's cost, during normal business hours and upon reasonable written notice having been provided to Reseller by MAPLESOFT) to Reseller's books and records to the marketing, promotion, sales and service of Products by Reseller and any other financial and operating data and information relating to the marketing, promotion, sales and service of Products by Reseller, reasonably required by MAPLESOFT, to verify sales of the Products by Reseller and the written reports and other information provided by Reseller to MAPLESOFT.
 - (b) Notwithstanding the generality of Section 7.11(a), Reseller shall maintain, during the Term and for two (2) years thereafter, complete and accurate accounting records, in accordance with generally accepted accounting practices, to support and document the sales of Products by Reseller and purchases of Products by End Users from Reseller. Reseller shall, upon written request, during normal business hours, provide access to MAPLESOFT or to an independent accounting firm chosen and compensated by MAPLESOFT to such information as MAPLESOFT may reasonably request for the purposes of auditing payments made by Reseller to MAPLESOFT. If such an audit discloses a difference between the amount that has been paid and the amount that should be paid by Reseller to MAPLESOFT, payment shall immediately be made to the other Party as required to compensate for such difference. If such difference results in an underpayment to MAPLESOFT, and the underpayment is more than five percent (5%) of the amount owing to MAPLESOFT as a result of the actual purchases made by End Users, Reseller shall also pay the costs of such audit.
- 7.12 **Beta Testing.** Reseller agrees to participate in the MAPLESOFT beta test program, at a minimum for the purpose of testing and verifying that Products operate properly in the local operating

environment(s) of the Territory. The local operating environment(s) include local versions of operating systems and other software that may be required to operate the Products. Reseller agrees to test under Microsoft Windows, as well as all other operating systems to which Reseller has reasonable access.

ARTICLE 8 - OBLIGATIONS OF MAPLESOFT

- 8.1 **Marketing Materials.** MAPLESOFT will provide Reseller, at no charge, with electronic samples of promotional literature that MAPLESOFT deems appropriate for Reseller to promote, solicit and obtain orders for the Products.
- 8.2 **Basic Training.** MAPLESOFT will provide Reseller, at no charge, basic training of at minimum two (2) days on the use and support of the Products to enable Reseller to provide market, promote, sell and support Products. The training will be offered during regularly scheduled training sessions in the manner and at the facility that MAPLESOFT may designate. Reseller will bear all expenses that its trainees may incur in attending these sessions.
- 8.3 **Product Information.** MAPLESOFT shall provide to Reseller timely information about new or upgraded Products, including Future Products that MAPLESOFT may make available to Reseller for resale, at MAPLESOFT's sole discretion.
- 8.4 **Technical Assistance to Reseller.** Upon reasonable request by Reseller, MAPLESOFT shall provide Reseller with support services, which shall include technical assistance, Product updates and/or upgrades and any software development services in connection with the Product. Support will be provided during MAPLESOFT's normal business hours and according to its standard service policies.
- 8.5 **Right and Authority.** MAPLESOFT represents and warrants that it has the full right and authority to enter into this Agreement, and to grant the rights set forth in this Agreement, without violating or constituting a breach or default under any contract or other obligation of MAPLESOFT.

ARTICLE 9 - ORDERS AND PRODUCT DISTRIBUTION

- 9.1 **Product Orders.**
 - (a) Reseller shall forward to MAPLESOFT each completed purchase order for Products ("Order"). Each Order shall include the type and quantity of the applicable Products (including version number) ordered and the name of End User to whom the Products are to be delivered, such customer's address, the name and contact information of such customer's designated contact, technical specifications and licensing information required for MAPLESOFT to generate applicable license keys or subscription credentials, and such other information as MAPLESOFT shall then require. Reseller shall only issue Orders with terms that are consistent with the terms of this Agreement. Reseller is free to set its own prices and payment terms with its customers. In the event of any conflict or inconsistency between the terms or conditions of any Order and this Agreement, the terms of this Agreement shall prevail. Reseller acknowledges that all Orders shall be subject to acceptance or rejection by MAPLESOFT and that all Orders are deemed to be rejected unless MAPLESOFT provides Reseller with notice of acceptance. MAPLESOFT



will endeavor to notify Reseller of its acceptance or rejection of any Order within five (5) business days of receipt of such Order. MAPLESOFT shall not be liable to Reseller, End Users or to any other party for the rejection in whole or in part of any Order. Notwithstanding MAPLESOFT's acceptance of an Order, subject to the granting of any credit by MAPLESOFT to Reseller in writing, MAPLESOFT shall have no obligation to provide any Products to Reseller or any End User unless all amounts due and payable by Reseller hereunder have been paid to MAPLESOFT.

- (b) MAPLESOFT will invoice Reseller on the Orders accepted. In the event that Reseller exceeds any credit limit (as may be established by MAPLESOFT from time to time in its sole discretion) prior to such monthly invoice, MAPLESOFT may send an interim invoice to Reseller and Reseller shall not be entitled to place any further Orders until such time as Reseller's account balance is paid in full.

- 9.2 **No Returns/Refunds.** Except as MAPLESOFT may determine on a case by case basis, in its sole and absolute discretion, all Orders are final and no Products will be accepted for return or refund.

ARTICLE 10 – PRICING AND PAYMENT

- 10.1 **Pricing.** The price payable by the Reseller to MAPLESOFT for the Products shall be in the form of a percentage discount subtracted from the greater of (1) MAPLESOFT's then current US dollar International pricing list for the Products, the current form of which is set out in Schedule B, or (2) Reseller's actual selling price in respect of Product licenses or subscriptions purchased by Reseller from MAPLESOFT and re-sold to End Users. Discounts applicable to Reseller are listed in Schedule 8. Notwithstanding anything in this Agreement: (i) discounts will be reviewed by MAPLESOFT, in its sole discretion, on an annual basis and are subject to change at such time; and (ii) MAPLESOFT reserves the right, in its sole discretion, to change its list prices for Products at any time during the Term. Reseller is free to autonomously determine the actual sale price and payment terms of the Products. Upon notification by MAPLESOFT, Reseller will be responsible for obtaining and relying upon the most current list prices for the Products from MAPLESOFT at the time of the sale of the licenses or subscriptions of the applicable Products. No commissions or any other compensation will be payable to Reseller under this Agreement.
- 10.2 **Payment Terms.** Unless otherwise agreed between the parties in writing, Reseller shall pay MAPLESOFT for all Products purchased from MAPLESOFT by wire transfer in the same currency noted in the invoice supplied by MAPLESOFT to the Reseller within 30 days of receipt of invoice (i.e. on "Net 30" terms). No purchase order or other ordering document submitted by Reseller to MAPLESOFT shall amend or supersede the terms and conditions of this Agreement.



- 10.3 **Taxes.** All MAPLESOFT invoices payable by Reseller to MAPLESOFT are payable without deduction of all taxes (including sales, goods and services, use, excise, or value added taxes), duties, levies or similar charges imposed by any government or other authority upon Reseller or MAPLESOFT as a result of the manufacture, sale, delivery, use or provision of any Products hereunder. In the event Reseller is required by law to make any such deductions, Reseller shall gross-up the amount of applicable invoices such that the amount of the Fees received by MAPLESOFT equals the amount it otherwise would have received without such deductions. Reseller shall not set-off any amounts from amounts payable to MAPLESOFT. Reseller shall, in addition, provide evidence satisfactory to MAPLESOFT, in its sole discretion, that it has paid all such deductions.
- 10.4 **Interest on Unpaid Amounts.** Interest shall accrue on any delinquent amounts owed by Reseller to MAPLESOFT pursuant to Article 10 at the rate of 18 percent per annum (being one and one-half percent (1.5%) per month) or the maximum allowable by law in the country of Reseller, whichever is less.
- 10.5 **Reseller Expenses.** Reseller shall bear all direct and indirect expenses of marketing and reselling the Products, including salaries, commissions, travel expenses, duties and overhead expenses of its personnel.

ARTICLE 11 - LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 11.1 **Limited Warranty.** MAPLESOFT's warranty and remedies for Products shall be limited to the warranties and remedies specified in the EULA. This limited warranty is MAPLESOFT's entire liability and only warranty made with respect to the Products. This limited warranty gives Reseller and End User specific legal rights, and Reseller or the End User may have other rights which vary from jurisdiction to jurisdiction.
- 11.2 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS: (I) THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; NON-INFRINGEMENT); (II) MAPLESOFT DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ANY OF RESELLER'S OR END USER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL PROGRAMMING ERRORS IN THE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED; (III) MAPLESOFT MAKES NO REPRESENTATION OR WARRANTIES TO RESELLER AS TO ANY FINANCIAL BENEFITS, WHICH MAY ARISE BY VIRTUE OF THIS AGREEMENT; AND (IV) RESELLER ASSUMES THE ENTIRE RISK AS TO THE USE AND PERFORMANCE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY AND CURRENTNESS.
- 11.3 **Exclusion of Damages.** EXCEPT IN RESPECT OF: (I) ONE PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, (II) THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY; (III) RESELLER'S INDEMNITY OBLIGATIONS UNDER SECTION 12.1; IN NO EVENT SHALL EITHER PARTY OR ITS DIRECTORS, OFFICERS OR ITS AGENTS BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FIRM, CORPORATION, OR OTHER ENTITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF

REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF EITHER PARTY, ITS DIRECTORS, OFFICERS OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR CLAIM, OR IT IS FORESEEABLE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO RESELLER OR END USER.

- 11.4 **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, MAPLESOFT'S ENTIRE LIABILITY TO RESELLER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY SHALL BE LIMITED TO RESELLER'S DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID TO MAPLESOFT BY RESELLER UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO ANY DAMAGES. THE LIMITATIONS OF SECTIONS 11.3 AND SECTION 11.4 SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM AND SHALL NOT APPLY TO A BREACH OF ANY OWNERSHIP, RIGHT TO LICENSE OR NON-INFRINGEMENT WARRANTY, BREACH OF CONFIDENTIALITY OBLIGATION OR ANY INFRINGEMENT INDEMNITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO RESELLER.
- 11.5 **No Liability for Termination or Nonrenewal.** Neither Party will have any liability to the other Party for terminating or not renewing this Agreement in accordance with Section 6.2 above. In addition, the Parties will not be entitled to any compensation, damages or payments in respect to goodwill that has been established or for any damages on account of prospective or anticipated profits, and will not be entitled to reimbursement of any amount for any training, advertising, market development, investments, leases or other costs that shall have been expended by the other Party before the termination or non-renewal of this Agreement, regardless of the reason for or method of termination or non-renewal of this Agreement.

ARTICLE 12 - INDEMNIFICATION

- 12.1 **Reseller to Indemnify.** Reseller shall indemnify MAPLESOFT and shall hold MAPLESOFT harmless from all claims, demands, losses, damages, liabilities, costs, expenses (including reasonable legal fees), fines, judgment, settlement or compromise incurred by MAPLESOFT arising out of or in connection with: (i) Reseller's exercise of the rights granted in this Agreement; (ii) Reseller's breach of this Agreement; (iii) Reseller or its employee's negligence or wilful misconduct; (iv) any warranty, condition, representation, indemnity or guarantee granted by Reseller with respect to the Products in addition to or in lieu of the limited warranties specified in this Agreement; or (v) any material omission or inaccuracy in Reseller's advertisements and promotional materials that relate to the Products. This Section 12.1 will not be construed to limit or exclude any other claims or remedies which MAPLESOFT may assert under this Agreement or by law.



12.2 MAPLESOFT to Indemnify.

MAPLESOFT will defend and indemnify against, and hold Reseller and its employees, directors, officers, and agents harmless from any loss, cost, liability of expense (including reasonable legal fees and court costs) incurred in a final judgement of a court of competent jurisdiction from any claim arising or alleged to arise out of the fact that the Products, the Trademarks, and other products, services, information or materials provided to Reseller by MAPLESOFT pursuant to this Agreement infringe any third party's patent rights or Intellectual Property Rights. MAPLESOFT's obligation to defend and indemnify Reseller pursuant to this Section 12.20 is conditional upon (a) Reseller providing MAPLESOFT with prompt written notification of any claim, (b) Reseller co-operating fully with MAPLESOFT by providing all information, documents and witnesses reasonably required by MAPLESOFT in connection with any such claim, and (c) Reseller permitting MAPLESOFT, at its expense, to control the defence of any such claim including selecting legal counsel. Such indemnity shall only apply if such claim does not arise as a result of any of the actions or failure to act on the part of Reseller. If the Products become or, in MAPLESOFT's opinion, are likely to become the subject of such a claim, MAPLESOFT may either modify the Products to make it non-infringing or terminate this Agreement.

ARTICLE 13 - DISPUTE RESOLUTION

- 13.1 Dispute Resolution.** If a dispute arises under this Agreement, one Party may give written notice to the other Party of such dispute. All disputes arising under this Agreement shall be settled, if possible, by good faith negotiation of the Parties. If such negotiations fail to resolve any dispute within 30 days after a Party has given written notice of the dispute to the other Party, then such dispute shall be resolved, if possible, by a process of mediation agreed upon by the Parties, acting reasonably, which mediation shall be conducted by a mediator agreed upon by the Parties, acting reasonably. Such mediator shall be an individual with significant experience in and understanding of the software industry. Such mediation shall be held within 30 days after cessation of negotiations in English. If the dispute has not been settled within 10 days of the commencement of the mediation described above, then the dispute shall be finally settled by arbitration by a single arbitrator pursuant to the *International Commercial Arbitration Act (Ontario)*, as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time. The arbitration shall take place in Waterloo, Ontario unless otherwise agreed. Within 20 days after the Party requesting arbitration has given written notice of such request to the other Party, the Parties, acting reasonably shall jointly appoint a single arbitrator who shall be an individual (other than the mediator selected above) with significant experience in and understanding of the software industry. If the Parties fail to agree upon a single arbitrator within such 20 day period, then the arbitrator shall be selected by a judge of the Ontario Superior Court of Justice upon application of any Party. The award rendered by the arbitrator shall be final and binding and not subject to appeal. The arbitrator shall be empowered to determine all questions of law and fact and may grant injunctive relief. The arbitration shall be conducted in English and any ruling or awards shall be written or presented in English. The prevailing Party shall be entitled as part of the arbitration award to the reasonable costs and expenses (including legal fees and disbursements) of investigating, preparing and pursuing such claim or defence, and the Party enforcing an award shall be entitled to reasonable costs and expenses (including legal fees and disbursements) incurred in connection therewith. The costs of the arbitrator shall be shared equally between MAPLESOFT and Reseller.



ARTICLE 14 - GENERAL PROVISIONS

- 14.1 **Notices.** Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To MAPLESOFT, at: MAPLESOFT
Facsimile: +1 519-747-5284
Attention: CEO
615 Kumpf Drive
Waterloo, ON N2V 1K8
Canada
Email Address: cicooper@maplesoft.com

To Reseller, at: JNE SYSTECH
Facsimile: **+82 2-534-9035**
Attention: Managing Director
5th Fl., Peacecall Bldg., 31, Seocho-daero 34-gil,
Seocho-gu, Seoul, 06661
Republic of Korea
Email Address: eshong@jnesystech.com

or to such other address, individual or electronic communication number as may be designated by notice given by either Party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient, and on the business day during the business hours of the recipient, and on the business day during which such business hours next occur if not given during such hours on any day.

- 14.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements, understands, negotiations and discussions, whether oral or written, of the Parties between MAPLESOFT and Reseller relating to the subject matter of this Agreement. There are no warranties, covenants, representations or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.
- 14.3 **Amendment.** Except as MAPLESOFT may be permitted by this Agreement, this Agreement shall not be amended other than by an instrument in writing signed by both Parties and stating that the Parties intend to amend this Agreement.
- 14.4 **Press Release.** MAPLESOFT and Reseller will cooperate to issue a joint press release regarding this Agreement within a reasonable time following execution of this Agreement. The content and timing of such press release will be subject to each Party's prior written approval.

- 14.5 **Non-Interference.** Each Party agrees that it will at no time during the Term interfere or attempt to interfere with the business of the other Party, or persuade or attempt to persuade any customer, prospective customer, or employee of the other Party to discontinue or alter his, her or its relationship with such Party.
- 14.6 **Further Assurances.** Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require for the purposes of giving effect to this Agreement.
- 14.7 **Severability.** If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it unenforceable, or shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.
- 14.8 **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the province of Ontario without regard to conflicts of laws principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 14.9 **Assignment.** Reseller shall not assign this Agreement without the prior written consent of MAPLESOFT. MAPLESOFT may assign this Agreement on prior written notice to Reseller. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- 14.10 **Counterparts and Electronic Delivery.** This Agreement may be signed in one or more counterparts (including through electronic signatures), and each of which may be delivered by facsimile, email or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
- 14.11 **Force Majeure.** If there is a default or delay in a Party's performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that Party, including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, cable cut, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing, boycotts, denial of service attacks, virus or hacking, then that Party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day by day basis, if that Party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.
- 14.12 **Waiver.** A waiver of any provision in this Agreement by either Party of its rights hereunder shall not be binding unless contained in a written notice signed by an authorized representative of the Party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing



between the Parties shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

- 14.13 **Export Control.** This Agreement is subject to the governmental laws, orders and other restrictions on the export of software programs and related information and documentation of the governments of Canada and the United States. Reseller shall comply with all such laws, rules, regulation, orders and other restrictions.

[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, consisting of stylized, overlapping letters, likely representing the initials 'NS'.

Each of the Parties has duly executed and delivered this Agreement as of the date first written above.

FOR WATERLOO MAPLE INC.:

FOR RESELLER (JNESYSYTECH):

Signature: _____

Name: _____

Title: _____

Date: _____

I have authority to bind MAPLESOFT



Tetsu Yamaguchi

Vice President, Professional Business & Asia

May 10, 2017

Signature: _____

Name: _____

Title: _____

Date: _____

I have authority to bind Reseller



Eui-Seok Hong

Managing Director

May 10th, 2017

SCHEDULE A

MAPLESOFT SOFTWARE, INDUSTRY AND TERRITORY

1. MAPLESOFT Software

MAPLESOFT Software is the software developed by MAPLESOFT, described on www.maplesoft.com, and includes Maple™, MapleSim™, MapleNET™, MapleTA™, Maple™ toolboxes, MapleSim™ toolboxes and connectors and all Modifications thereof, and excludes Future Products.

2. Industry

Commercial and Government market within the Territory. MAPLESOFT, from time to time, in its sole discretion, may define the Named Accounts for the Reseller in all industry for Commercial, Government and Academic.

JNE Systech's Named Account: Set as of May 1st, 2017.

- Korea Textile Machinery Research Institute (KOTMI)

-

3. Territory

South Korea Domestic only



SCHEDULE B

RESELLER TIERED DISCOUNTS

The following margin discounts will be observed only from the International Professional US dollar Maplesoft price list, or the actual sale price, whichever is higher, included herein as Schedule C.

The percentage discount for the Reseller is determined based on Reseller's performance during the current Fiscal Year, for the relevant Territories, according to:

For all new license sales, extension sales and upgrades:

Tier 1: 0 – 15% below the Yearly Quota.....	35%
Tier 2: 15% below the Yearly Quota to 15% above the Yearly Quota	40%
Tier 3: Above 15% above the Yearly Quota	50%

Maplesoft, from time to time, in its sole discretion, may offer additional discounts for competitive reasons or to satisfy the financial constraints of the End User provided the Reseller agrees to share equally the additional discount in the form of reducing its margin.

For FY2017 by the end of December 31st, 2017, Maplesoft and the Reseller agree to set the following target revenue as net to Maplesoft:

All new license sales, extension sales and upgrades: USD \$70,000



SCHEDULE C

CURRENT MAPLESOFT LIST PRICE

Refer following files for Commercial, Government and Academic pricing respectively:

Commercial: Professional USD INT.pdf

Government: Government USD INT.pdf

A handwritten signature in black ink, appearing to be 'Vg' or similar, located in the bottom right corner of the page.

Schedule D –Order Procedures for Products

- a. **Order Procedure.** The order procedures for the Products shall be determined MAPLESOFT in accordance with reasonable commercial practices and may be changed from time to time. Reasonable efforts will be made by the Reseller to use MAPLESOFT's on-line ordering system.

The current procedure at the time of execution of this Agreement is as follows:

Reseller shall submit to MAPLESOFT Purchase Orders for Product(s) sold to End Customers, including:

- 1) Individual contact information including without limitation Organization name and address, and the End User's email address, title and telephone number;
- 2) Date of purchase;
- 3) Product(s) purchased, including, without limitation, part number and version;
- 4) Number of units purchased; and
- 5) The Price charged by Reseller to the End Customer.

In the event of any conflict or inconsistency between the provisions of the Purchase Order and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Upon receipt and acceptance of each Reseller Purchase Order, MAPLESOFT will transmit to Reseller and to the End User a Purchase Code which will be used by the End User to Activate the Product(s). MAPLESOFT shall have ownership in the aforementioned information. MAPLESOFT hereby grants the Reseller the right to use and copy such information for the purposes set out in this Agreement. Reseller acknowledges and agrees that it shall comply with all applicable law relating to the collection, use and disclosure of personal information that it collects from End Users.

- b. **Cancellation of Order by MAPLESOFT.** MAPLESOFT reserves the right to cancel or suspend any Purchase Order placed by the Reseller, or to refuse or delay shipment thereof if the Reseller fails (1) to make any payment as provided herein; (2) to meet credit or financial requirements established by MAPLESOFT; or (3) otherwise to comply with the terms and conditions of this Agreement, and MAPLESOFT shall notify the Reseller of such cancellation or delay. The Reseller shall be responsible for all costs of the End User due to the cancellation, suspension, delay or refusal to make a shipment in accordance with this Agreement.
- c. **Cancellation of Order by the Reseller.** The Reseller shall have the right to cancel a Purchase Order until the earlier of (i) the date of acceptance of the Purchase Order by MAPLESOFT and; (ii) 15 days after receipt of the Purchase Order by MAPLESOFT. Once MAPLESOFT has accepted the Purchase Order, the Reseller may not cancel the Purchase Order if Product is in transit to the End User. At that point, an RMA number may be provided by MAPLESOFT to authorize a return or credit as deemed appropriate by MAPLESOFT.
- d. **Shipment of Product to End User.** MAPLESOFT may provide Reseller with a quantity of Product Media Kits determined by MAPLESOFT, which shall be used to fulfill orders from Customers. The Reseller shall select the mode of shipment of the Products and the Reseller shall be responsible for and shall pay all shipping, freight and insurance charges. Unless the Reseller clearly advises MAPLESOFT to the contrary in writing, MAPLESOFT may make partial shipments of orders pursuant to a Purchase Order, to be separately invoiced and paid for when due.
- e. **Product Activation and Registration.** In some cases, the Products will require activation and registration before the Product will operate. Reseller acknowledges that this is the case and will inform the End User of the need to register and activate the product through on-line or other means as set forth by MAPLESOFT from time to time.



- f. **Shipment Schedule and Delays.** Should orders for the Products exceed MAPLESOFT's available inventory, MAPLESOFT will allocate its available inventory and make deliveries on a basis MAPLESOFT deems equitable, in its sole discretion.
- g. **Risk of Loss.** All risk of loss or damage for any Product shall pass to the Reseller upon delivery by MAPLESOFT to the freight carrier for delivery to the Reseller.
- h. **Refund Requests.** Refund requests of End Users will only be accepted for physical Product and only if the Product has not been opened by the End User, unless agreed to in writing in advance by MAPLESOFT.
- i. **Product Return.** Upon return of a defective Product in accordance with this Agreement, MAPLESOFT may provide a monthly reimbursement of charges for return freight or it may request that the Reseller provide to MAPLESOFT, written and signed, by an authorized officer of the Reseller that the defective Product has been destroyed. MAPLESOFT may, at its option, provide credit vouchers based on the discounted price paid by the Reseller for the replacement product.
- j. **Replacement Requests.** The Reseller agrees to honour all reasonable replacement requests received from End Users for the Products as a result of any defects in the Products and pursuant to the terms of the License Agreement. If such replacement request is made to:
 - i. The Reseller, then the Reseller shall request return authorization from MAPLESOFT prior to the return of the defective units and a credit shall be issued to the Reseller in respect of such defective Products sold by the Reseller.
 - ii. MAPLESOFT, and the defective units are returned to MAPLESOFT's point of shipment, subject to the limited warranty set out in the License Agreement, MAPLESOFT shall replace such defective units freight prepaid.

