

CERTIFIED SOFTWARE DEPOSIT AGREEMENT

SOFTWARE

Concluded between:

_____, a Canada Business Corporations Act corporation, having its head quarter _____, here acting and represented by Mr/Mrs _____ duly authorized to act herein as stated;

(Hereafter the Depositor)

And:

LOGITAS INC., Canada Business Corporations Act corporation, having its head quarter 400, avenue Atlantic, bureau 100, Montréal (Outremont), province de Québec, here acting and represented by Monsieur Henri Leclerc de Hauteclouque, CEO, duly authorized to act herein as stated;

(Hereafter « LOGITAS »)

1. DEFINITIONS

Subscription or Subscription Agreement: means the agreement concluded between a Beneficiary and Logitas so as to be informed of:

- (i) the Deposit status of a Software of which the Beneficiary is a legitimate user;
- (ii) the closure of the Deposit concerning him or the termination of the Deposit Agreement between Logitas and the Depositor,
- (iii) the withdrawal of a part of the Deposit.

Subscriber: means any Beneficiary having concluded a Subscription with LOGITAS that is in effect.

To subscribe to this Subscription Agreement, the Subscriber must fulfill the following conditions:

- (i) So request Logitas, such request being accompanied by a copy of the Special Agreement concluded with a Depositor, and
- (ii) Obtain the written authorization of the Depositor, expressly indicating the name, address, and status of the Subscriber. This authorization of the Depositor can be temporary or permanent.

Affidavit: means the Document prepared by the Depositor and accompanying any initial Deposit or Update. The Affidavit is appended as the Annex 2 and notably describes:

- (i) The Software or intangible asset concerned, in accordance with what is also mentioned in the licenses granted to the Beneficiaries, as well as the version numbers or technical status dates,
- (ii) The development, packaging and deployment environments to be redeployed and parameterized so as to be able to rebuild the Software based solely on the Deposit items,
- (iii) A list (in the form of a tree structure) of the items deposited permitting in particular to find the Source Code of each constituent module or component of the Software as described in point (i) above,
- (iv) The type of storage device as well as the possible playing, copying, loading procedures, etc.

Beneficiary: means any natural or legal person with a legitimate right to access the Deposit under the conditions laid down in Section 6 “*Beneficiary with a right of access to the Deposit*”. The Special Agreement and/or the Deposit Agreement may designate one or more Beneficiaries by name.

Certificate of Deposit: means the document issued by Logitas and sent to the Depositor and to each Subscriber, subject to payment in full by the recipient of any sum invoiced by Logitas on its due payment date. The Certificate of Deposit describes the deposited components and information comprising the initial Software Deposit and each Update of that Deposit, and the list of verifications carried out by Logitas and described in Section 5 “*Deposit Arrangements and Content*”.

Source Code: means all source codes, procedures, development and maintenance documentation necessary to the correction or modification of all or part of the Software.

Deposit Agreement: means the General Terms and Conditions and the Special Terms and Conditions appended, as well as any amendment that may complete, modify or replace it.

Special Agreement: means any agreement concluded between a Depositor and a Beneficiary, which grants a right of use to the Beneficiary over the Software covered by a Deposit and/or entailing an obligation to deposit Source Code at the charge of the Depositor on the basis of corrective and/or perfective maintenance of the Software and/or entailing service and/or operational continuity obligations for the Depositor.

Final Default: Any final and total disappearance by the Depositor without his contractual maintenance and monitoring and/or service and/or operational continuity obligations with respect to the Software covered by this Deposit as defined in the Special Agreement or, otherwise, in this Deposit Agreement, being assumed by a transferee appointed by name within a maximum period of thirty (30) Days from ascertainment of the disappearance of the Depositor by any means and, more generally, any final discontinuance of maintenance and/or continued operation of all or part of the Software covered by this Deposit Agreement, whether at the Depositor’s own initiative or following his court-ordered reorganization or liquidation. A complete or partial withdrawal of the Deposit items (components, versions, special developments, etc.) shall also be considered as a “Final Default” within the meaning of this Deposit Agreement. In the event of total or partial withdrawal of the Deposit items, Logitas shall so inform the Subscribers.

Temporary Default: Any temporary inability by the Depositor to ensure his contractual maintenance and/or monitoring and/or service and/or operational continuity services with respect to the Software covered by this Deposit, as defined in the Special Agreement, or otherwise in this Deposit Agreement. A Temporary Default may also be invoked in case of an urgent maintenance need that is not satisfied due to a malfunction of the Software resulting in complete or partial operational impossibility.

Deposit: means all Source Code, documents and information in connection with the Software covered by the initial Deposit and described in the Affidavit, including the Affidavit itself.

Day: means a calendar day.

Software: means a computer program that is the subject of a Deposit and, more generally, any software comprising intellectual property of the Depositor (or of a third party having issued a mandate to the Depositor or having granted him a sufficient license right to be make the Deposit under the provision of this Deposit Agreement), whether or not the subject of user licenses or grants to Beneficiaries.

For the purposes of this Deposit Agreement, Software also means any intangible asset produced on the basis of IT platforms and used or deployed on such platforms, including, but without restriction, databases, industry files, research papers, websites.

Update: means the modified items of an initial Software Deposit.

Secure Period: period of storage of a Deposit, of a duration of twelve months after the end of Deposit Agreement for any reason whatsoever, after which the constituent items of the Deposit are returned to the Depositor or destroyed.

Fee: means the fee (initial or annual), the amount of which is defined Schedule 1 “Financial Terms”.

Deployable Version: means the version of the Software to be deployed in production, and produced based only on the constituent items of the Deposit, on the hardware and software platforms described in the Affidavit.

2. PURPOSE

2.1 The Deposit Agreement has for its purpose to define the conditions under:

- a) the Depositor performs the Deposit at Logitas under the conditions of Section 5 “*Deposit Arrangements and Content*”;
- b) Logitas ensures, as the depository, storage of the Deposit during the term of the Deposit Agreement and during the Secure Period
- c) Logitas ensures Beneficiaries of a right of access to the Deposit, pursuant to the arrangements laid down in the Special Agreement, or otherwise, under the conditions laid down in Sections 6 “*Beneficiaries with a right of access to the Deposit*”, 7 “*Delivery of a copy of the Deposit in case of Final Default*” and 8 “*Urgency procedure - Delivery of a copy of the Deposit in case of Temporary Default*” and within the limits of Section 11 “*Use of the Deposit by the Beneficiary*”.

2.2 The Deposit Agreement between Logitas and the Depositor is a deposit agreement within the meaning of Articles 1917 *et seq.* of the Civil Code. Logitas agrees to ensure the safekeeping of the Deposit, in the interest of the Depositor, as a diligent professional in the context of a best efforts obligation.

2.3 The Deposit in no way implies on the part of the Depositor any assignment of his intellectual property rights in and to the Software, either to the benefit of Logitas, or to that of any Beneficiary whatsoever in case of access to the Deposit. The Beneficiaries’ rights in and to the Software are exclusively limited to the user rights granted to them by the Depositor under the Special Agreement.

2.4 A Depositor making a Deposit warrants to Logitas that he is the proprietor of all intellectual property rights in and to the Software covered by the Deposit or holds an express mandate from the legitimate proprietor of such rights in that aim. Logitas having no way of verifying that the Depositor is the effective owner of the intellectual property rights, the Depositor agrees to hold Logitas harmless and defend it against all claims, in particular infringement claims, arising out of the Deposit of the Software, and agrees to refund Logitas for all fees and expenses of any nature, including any damages and attorney fees, that may be incurred by Logitas or placed at its charge.

3. TERM

3.1 The Deposit Agreement is effective as of the date of its execution by the Depositor. It is concluded for an initial period of twelve (12) months. The encashment by Logitas of the amount of the initial Deposit Fee is a condition precedent to the entry into force of the Deposit Agreement.

3.2 The Deposit Agreement may be extended for successive periods of twelve (12) months, unless terminated by the Depositor by giving notice sent by registered letter at least sixty (60) Days before the expiry of the contractual period underway. Subject to the foregoing and the termination rights under article 12 of these rules the Deposit Agreement cannot be terminated during its term. The encashment by Logitas of the amount of the annual Fee is a condition precedent to the extension of the Deposit Agreement.

3.3 Notwithstanding termination of the Deposit Agreement, Logitas agrees to ensure the storage of the Deposit during the Secure Period and to allow Beneficiaries access to the Deposit during that same period as per the arrangements set forth in the Special Agreement, or otherwise, as per the conditions set forth in the Deposit Agreement.

4. FINANCIAL TERMS

4.1 Fee

The Depositor shall pay to Logitas:

- a) An initial annual flat package Fee per Software covered by a Deposit, the amount of which is featured in Schedule 1 “*Financial Arrangements*”. This fee is payable by the Depositor no later than fifteen (15) Days following the date of execution of the Deposit Agreement.

- b) An annual flat package Fee as of the second year of the Deposit, per Software covered by a Deposit, the amount of which is featured in Schedule 1 “*Financial Arrangements*”. This amount is the subject of an annual index as per the mechanism featured in Schedule 1 “*Financial Arrangements*”.

4.2 The services covered by the above flat fees are described in Schedule 1 “*Financial Arrangements*”.

4.3 Any service outside the package shall be billed in addition, as per the rates featured in Schedule 1 “*Financial Arrangements*” and/or as per a quote prepared by LOGITAS.

4.4 Common Provisions

Any delay in making payment by the Depositor on the agreed due payment date shall entail the immediate payment of all sums owed and the right for Logitas to terminate the Deposit Agreement under the conditions set forth in Section 12 “*Termination of Deposit Agreement*”.

In case of non-payment on the contractual due payment dates, any unpaid amount shall automatically carry interest at a rate of 1.25% per month (15% per year).

5. DEPOSIT ARRANGEMENTS AND CONTENT

5.1 Initial Deposit

The Depositor agrees to deposit, in two (2) copies, no later than fifteen (15) Days following the date of execution of the Agreement, all of the items listed in the Affidavit featured in Schedule 2, and in particular :

- a) A copy of the documented Source Code (source code, classes, projects, scripts, makefiles, scripts for the creation of blank databases, etc.) on a magnetic or optical storage device, a symmetrical deployable version of the source code deposited (of at least one of the hardware platforms in case of multi-platform software).
- b) A detailed description of the hardware and software technical environments for the development, integration and, as the case may be, deployment and operation, as well as the corresponding technical deployment and parameterization documentation. The Software build/packaging procedures from installation of the development and integration environment, the playing, loading, compression/decompression of the storage devices supplied as well as the compilation of the deposited source code, the integration through to the production of a Deployable Version.
- c) The existing associated technical documentation such as the technical design and maintenance files, the database scheme, the programming and documentation standards, the test files and plans, etc. and, more generally, the technical files the Depositor has concerning the Software, preferably on a magnetic or optical storage device.

5.2 Place of Deposit

Except in cases where Logitas accepts the Deposit at the premises of the Depositor upon carrying out verifications at the Depositor’s location, the Depositor shall bring the constituent items of the Deposit to the premises of Logitas, or shall have them reach Logitas by any convenient means for the Depositor and under his responsibility.

5.3 Updates of the Deposit

The Depositor agrees to supply to Logitas, once a year, all of the items listed in the Affidavit (Schedule 2) of the Software “as is” and, as the case may be, on the updates or new versions (*upgrades*) of the Software, such annual Update to be validated by Logitas at the Depositor’s development site. Beyond that annual Update of the Deposit, any request for an additional Update shall be the subject of a quote by Logitas. It is agreed that each deposit must be independent and not depend technically on an earlier or later deposit.

Each Update of the Deposit will be accompanied by the relevant Affidavit that will specify its precise content. Each Update of a Deposit shall be the subject of a dispatch by Logitas of an updated Certificate of Deposit to the Subscribers, subject to payment in full by the recipient of any sum invoiced by Logitas on its due payment date.

The updates shall be added to the previous Deposits.

5.4 Storage Devices for the Deposit

The Source Code and the Deployable Version(s) of the Software must be deposited on a standard magnetic or optical storage device.

The other Deposit items should, to the extent practicable, be delivered to Logitas on a standard magnetic or optical storage device.

The cost of supplying the storage devices of the various Deposit items shall be borne exclusively by the Depositor.

5.5 Storage of the Deposit by Logitas

Each copy of the Deposit is stored in a different place, satisfying security and storage standards consistent with the state of the art.

Logitas draws the Depositor's attention to the fact that certain storage devices of Deposit items are liable to be altered with the passage of time. Logitas disclaims any and all liability for the consequences of such wear and tear or obsolescence upon the delivery of the Deposit to a Beneficiary unable to make use thereof.

5.6 Refreshment of storage devices

Logitas shall refresh the magnetic and optical storage devices at the Depositor's request and expense. This refreshment shall be carried out at the premises and on the equipment of the Depositor when the Depositor is located in the Grand Montréal Area, unless otherwise agreed; the Depositor hereby agreeing to provide Logitas with all of the facilities necessary in that aim.

When the Depositor is located outside the geographic area defined above, the Depositor shall suggest another location within the Grand Montréal area to Logitas, whether at one of his clients or at a secondary establishment or at one of his partners having the necessary hardware and software environments for the performance of these refreshment and integrity control operations. The Depositor shall perform or have performed by his representative such operations in the presence of a Logitas representative. The Depositor and Logitas reserve the possibility of recopying the documents on the magnetic, optical or other storage devices depending on the state of the art of the market standards. Such new devices must allow playing under similar conditions to the initial device.

This refreshment procedure of the deposited items shall be the subject of a specific quote.

5.7 Verification of content of the deposited Software

Each initial Deposit as well as each annual Update will be the subject of verification by Logitas, aimed at assessing their completeness and consistency between the Deployable Version of the Software and the corresponding version of the Source Code. The Verification is carried out at the Depositor's premises. It is carried out in the presence of a representative of the Depositor, either (i) on a computer of the Depositor, or (ii) at any location and/or other computer chosen by mutual agreement between the Depositor and Logitas.

The verifications thus carried out notably aim at assessing:

- The identification of the development and integration environments as well as the detailed installation and parameterization procedures for such environments;
- The play and load procedures for devices;
- The manufacturing procedures for the deployable versions;
- The installation procedures for the deployable versions and short test of proper operation;
- The completeness and consistency of the technical development and maintenance documentation.

The verification process may also foresee, with the formal consent of the Depositor, the delivery by Logitas to a Beneficiary of a Deployable Version produced based on items deposited with Logitas and in the presence of a representative of Logitas.

5.8 Certificate of Deposit

At the end of the verification whose outcome is deemed satisfactory by Logitas, Logitas shall issue a Certificate of Deposit which (i) mentions the details of the satisfactory Verifications performed by Logitas, and (ii) reiterates the main Deposit items.

Logitas addresses an original copy of the Certificate of Deposit to the Depositor and to each Subscriber,

subject to payment in full by the recipient of any sum invoiced by Logitas on its due payment date.

5.9 Audit of the Deposit at the request of a Beneficiary

The Deposit may be the subject of a verification by a Beneficiary, with the formal consent of the Depositor and in his presence. The verification of the Deposit shall be carried out on the Depositor's machines or at any other location agreed to by the Depositor, Logitas and the Beneficiary.

The financial cost of the audit shall be borne by the requesting Beneficiary.

The audit may not have for its result of consequence a total or partial delivery of the Deposit or of the Source Code to the Beneficiary, unless the Depositor and the Beneficiary have agreed that the Beneficiary may receive a Deployable Version, produced solely on the basis of the content of the Deposit, and on which the Beneficiary may carry out his own functional validation.

5.10 Obligation to notify any Change in Address of the Depositor or assignment of the Software

The Depositor agrees to notify Logitas without delay of (i) any change in the address of his principal place of business, as well as of (ii) any assignment, in whole or in part, of the intellectual property rights in and to the software covered by the Deposit.

It is up to the Depositor to inform every Beneficiary by any means of his choice of any assignment of intellectual property Rights in and to the Software.

5.11 Return of Deposit items to the Depositor

At the end of the Secure Period, and after payment in full of the invoices, all items in respect of the relevant Deposit shall be made available to the Depositor, at the premises of Logitas. The Depositor shall have a period of thirty (30) Days in which to recover the above items, after which time the Deposit items shall be destroyed, without any LOGITAS responsibility or liability of any nature or kind.

5.12 Destruction of Deposit items

In the event the Deposit Agreement is interrupted due to the disappearance of the Depositor or if, at the end of the Deposit Agreement, the Depositor persists in non-payment of past due invoices following official notice and opportunity to cure that shall have remained uncured after a period of more than thirty (30) Days, Logitas shall proceed to the destruction of the Deposit after the end of the Secure Period.

6. BENEFICIARIES WITH A RIGHT OF ACCESS TO THE DEPOSIT

6.1 May access the Deposit under the conditions set forth in Sections 7, 8, and 9:

Any Beneficiary,
Any Subscriber.

6.2 It is up to the Depositor to inform every Beneficiary of the Deposit Agreement by any means of his choice, Logitas agreeing to send a Certificate of Deposit to Subscribers only, subject to payment in full by the recipient of any sum invoiced by Logitas on its due payment date.

7. DELIVERY OF A COPY OF THE DEPOSIT IN CASE OF FINAL DEFAULT

7.1 Every Beneficiary may request a copy of the Deposit from Logitas :

- a) if the Depositor is in a Final Default situation; or
- b) if the Beneficiary considers, under his sole responsibility, that the Depositor will come to be in a situation of Final Default in a timeframe such that the Beneficiary will need to receive a copy of the Deposit so as to be able to ensure or have ensured the continuity of the Software maintenance, operation or service .

7.2 The delivery of a copy of the Deposit shall take place at the cost of the Beneficiary, following a written request by the Beneficiary sent to Logitas by registered letter with return notice, as per the procedure described below (unless otherwise provided in the Special Agreement).

7.3 The request should be accompanied by :

- a) a copy of the applicable Special Agreement and, as the case may be,
- b) Any supporting document, such as notice of court-ordered liquidation, official notice served by an attorney or a report by a bailiff.

7.4 Upon receipt of the request, it shall be transmitted within 5 (five) Days by Logitas (by registered letter with return notice) to the Depositor so as to allow the latter to respond to the claims and accept or refuse, as the case may be, the communication of a copy of the Deposit to the Beneficiary. This request shall be accompanied by a copy of the documents supplied by the Beneficiary so that the Depositor can verify its validity.

7.5 In the event the Special Agreement provides for conditions, procedures and time periods for the delivery of a copy of the Deposit different from those contained in this Deposit Agreement, Logitas shall perform the instructions found in the Special Agreement, in priority over the conditions provided for in this Deposit Agreement and inasmuch as such special conditions can reasonably be performed by Logitas. Special Agreement(s) must be transmitted to Logitas in the French or English language.

7.6 Upon the issuance by Logitas of the registered letter with return notice transmitting the request made by the Beneficiary, i.e., **T0**, the following procedure shall apply:

- a) In case of silence by the Depositor for **21 (twenty-one) Days** following T0, Logitas shall accede to the request and make available a copy of the Deposit to the Beneficiary in accordance with Section 10.
- b) In case of consent by the Depositor expressed by registered letter with return notice, within **21 (twenty-one) Days** following T0, Logitas shall accede to the request and make available a copy of the Deposit to the Beneficiary in accordance with Section 10
- c) In case of refusal by the Depositor expressed by any written formal means (registered letter with return notice) within **21 (twenty-one) Days** following T0, the challenge shall be settled under the conditions described in Section 9 “*Disputes in connection with a request for delivery of the Deposit*”.

7.7 In any event, despite the possible refusal by the Depositor of requests by Beneficiaries, Logitas may not refuse to deliver a copy of the Deposit if so ordered by a court, in particular pursuant to an order in summary proceedings, or an arbitral award issuing from the performance of agreements between the Depositor and the Beneficiary.

7.8 Logitas shall deliver a copy of all of the items deposited only in the requested version, in accordance with the Special Agreement produced by the Beneficiary and to the extent that the Deposit is delivered on devices whose clearly identified content corresponds to the licenses granted to the Beneficiary.

7.9 The items thus supplied are provided for exclusively personal purposes so as to recover control over the relevant Software in compliance with the Special Agreement and in no case entail any transfer of title from the defaulting Depositor to the Beneficiary.

7.10 It is expressly agreed that the above procedure does not apply when the request for a copy originates with the Depositor.

8. URGENCY PROCEDURE: DELIVERY OF A COPY OF THE DEPOSIT IN CASE OF TEMPORARY DEFAULT

8.1 Each Beneficiary may request a copy of the Deposit from Logitas :

- a) If the Depositor is in a Temporary Default situation; or
- b) The Beneficiary considers, under his sole responsibility, that the Depositor will come to be in a situation of Temporary Default in a timeframe such that the Beneficiary will need to receive a copy of the Deposit so as to be able to ensure or have ensured the continuity of the Software maintenance, operation or service.

- 8.2** In the event the Special Agreement contains no provision on the maximum lead time for maintenance intervention, the Temporary Default shall be ascertained by an independent expert commissioned by the requesting Beneficiary, or in the context of summary proceedings seeking a declaratory judgment that the Depositor is in a situation of Temporary Default.
- 8.3** In the event the Special Agreement contains conditions, procedures and lead times for delivery of a copy of the Deposit different from those contained in this Deposit Agreement, Logitas shall perform the instructions found by it in the Special Agreement, in priority over the conditions provided for in this Deposit Agreement and inasmuch as such special conditions can reasonably be performed by Logitas. Special Agreement(s) must be transmitted to Logitas in the French or English language.
- 8.4** The delivery of a copy of the Deposit shall take place at the cost of the Beneficiary, following a written request by the Beneficiary sent to Logitas by registered letter with return notice, and as per the procedure described below (unless otherwise provided in the Special Agreement).
- 8.5** The request should be accompanied by :
- a) a copy of the applicable Special Agreement and, as the case may be,
 - b) Any supporting document, such as official notice served by an attorney or a report by a bailiff, an expert's report or an order in summary proceedings.
- 8.6** Upon receipt of the request, it shall be transmitted within 5 (five) Days by Logitas (by registered letter with return notice) to the Depositor.
- 8.7** Upon the issuance by Logitas of the registered letter with return notice transmitting the request made by the Beneficiary, i.e., **T0**, the following procedure shall apply:
- a) In case of silence by the Depositor for **8 (eight) Days** following T0, Logitas shall accede to the request and make available a copy of the Deposit to the Beneficiary in accordance with Section 10
 - b) In case of consent by the Depositor expressed by registered letter with return notice, within **8 (eight) Days** following T0, Logitas shall accede to the request and make available a copy of the Deposit to the Beneficiary in accordance with Section 10.
 - c) In case of refusal by the Depositor expressed by registered letter with return notice) within **8 (eight) Days** following T0, the challenge shall be settled under the conditions described in Section 9 "*Disputes in connection with a request for delivery of the Deposit*".

9. DISPUTES IN CONNECTION WITH REQUESTS FOR DELIVERY OF THE DEPOSIT

Any dispute arising in the cases contemplated in Sections 7 and 8 shall be submitted exclusively to an independent arbitrator and without possibility of any court, chosen by mutual agreement between the Depositor and the Beneficiary.

If the Parties are unable to agree on an arbitrator within fifteen (15) Days following the date of commencement of the procedure, the latter shall be designated by Logitas within eight (8) Days. The expert chosen by Logitas shall enter his award as an expert, within a maximum of fifteen (15) Days.

The Expert will in particular establish if the conditions required for the delivery of the Deposit are still fulfilled when he makes his decision in the absence of specific evidence to the contrary on the part of the Depositor. The expert's conclusions shall be delivered to the Parties in writing. His decision shall be binding on the Parties and immediately enforceable.

The expertise costs shall be borne by the requesting Beneficiary.

10. ARRANGEMENTS FOR DELIVERY OF THE DEPOSIT

If a Beneficiary has a right to access a Deposit under the conditions of Sections 7, 8 and 9 above, Logitas shall deliver to the Beneficiary, at the premises of Logitas and subject to payment by the Beneficiary of the access fees, a copy of the Deposit in the relevant version.

11. USE OF THE DEPOSIT BY A BENEFICIARY

A Beneficiary who is delivered a copy of the Deposit by Logitas may only use the Deposit items so as to make the Software comply with its intended use and ensure corrective and/or perfective maintenance, to the exclusion of any other use.

Subject to the provisions of the Special Agreement, the Beneficiary only disposes of the right to modify the Source Code and to recompile the Software, so as to produce a new Deployable Version and solely used according to its intended and to the rights granted by the Special Agreement.

If the Beneficiary modifies the Source Code, the Beneficiary shall only be the proprietor of the intellectual property rights over that part of the Source Code modified, the delivery of the Deposit to the Beneficiary not entailing any assignment of intellectual property rights in and to the Software to the benefit of the Beneficiary.

12. TERMINATION

12.1 Termination for breach

In the event of breach by a Party of any material obligation (for example, payment of the Fee by the Depositor), the other Party may, thirty (30) Days following official notice of breach and opportunity to perform the relevant obligation that shall have remained uncured, notify termination by right of this Deposit Agreement, without any other judicial or other formality and without prejudice to that Party's right to claim compensatory damages on that basis.

12.2 Consequences of termination

Within (30) Days of the effective date of termination of the Deposit Agreement, Logitas agrees to inform the Subscribers of the termination of the Deposit Agreement and of the continuance, to their benefit, of the right of access to the Deposit during the Secure Period, the Depositor committing, for his part and under his liability, to inform all of the Beneficiaries by any means of his choice.

After the end of the Secure Period, the Deposit shall be returned to the Depositor and/or destroyed in accordance with the provisions of Section 5 "*Deposit Arrangements and Content*".

12.3 Termination due to change in control of Logitas

Logitas is an independent company not under the direct or indirect control of any computer equipment manufacturer, software publisher or IT service provider. Logitas agrees to inform the Depositor of any change in control of Logitas.

If the change in control of Logitas results in Logitas becoming a direct or indirect competitor of the Depositor, the Depositor shall be entitled to terminate the Deposit Agreement, with effect as of the date of notice of termination given by the Depositor. Logitas agrees in that case to return the Deposit to the Depositor.

13. CONFIDENTIALITY

13.1 Logitas recognizes that the Deposit items are sensitive and confidential information. As a result, Logitas agrees to take all necessary measures so that the security and confidentiality of such information is maintained and they are only used or reproduced for the sole purposes of the proper performance of its obligations under the Deposit Agreement. The Certificates of Deposit shall only be transmitted to the Depositor and to the Subscribers, subject to payment in full by the recipient of any sum invoiced by Logitas on its due payment date. Any other transmission by Logitas of a Certificate of Deposit is subject to the prior written authorization of the Depositor precisely identifying the recipient's name, first name, company and address.

13.2 In a general way, all information disclosed by a Party to the other or to which a Party has had access in the course of the conclusion and/or performance of this Deposit Agreement, regardless of their nature (technical, financial, commercial, strategic, IT etc.) shall be deemed confidential, whether disclosed in a tangible format (contained inside a tangible storage device, regardless of its form or nature), or in an intangible format (by oral, electronic or audiovisual means etc.).

13.3 However, shall not be deemed confidential, information in respect of which the disclosing Party can show:

- a) that such disclosure was imposed in application of a mandatory rule of law or enforceable court decision;
- b) that it was disclosed with the prior written authorization of the other Party or that the disclosure was made by the other Party;
- c) became publicly known prior to disclosure or was part of the knowledge of those skilled in the art upon its disclosure, other than by, in both cases, a breach, voluntary or not, of a confidentiality obligation with respect to the party having disclosed the relevant information;
- d) was independently developed by it without recourse to confidential information within the meaning of this section
- e) was received by it from a third party without any breach of a confidentiality obligation of which the disclosing party had knowledge.

13.4 Any Party receiving confidential information from the other Party agrees to preserve its secret nature, and only to use it in the performance of this Deposit Agreement and recognizes that such information is and remains, under all circumstances, the property of the disclosing Party.

13.5 Each of the Parties agrees to comply with their obligations arising under this section throughout the entire term of performance of the Deposit Agreement and for five (5) years after its expiration, for whatsoever reason.

14. RESPONSABILITÉ – ASSURANCES

14.1 In no circumstances LOGITAS or any of its agents and employees shall be held liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damage under this Deposit Agreement toward the Depositor and any Beneficiary.

14.2 However LOGITAS shall be liable to the Depositor and any beneficiary for any direct damage resulting from the non-execution of the Deposit agreement, within the limit of the lesser following sum: (i) The amount of the annual fees indeed payed to LOGITAS by the Depositor for the relevant Deposit or (ii) ten thousand Canadian dollars (10 000 \$), all All-inclusive damages. This maximum liability shall not apply in case of a LOGITAS gross negligence or intentional conduct.

14.3 The Depositor and any Beneficiary may be held liable for any direct, indirect, special, incidental, consequential, punitive or exemplary under this Deposit Agreement toward LOGITAS. The Depositor and any Beneficiary shall assume all liability and hereby consent to indemnify, defend and hold harmless LOGITAS, its manager, administrators, affiliates, sub-contractors, agents and employees from all claim, demand, costs, losses, damages, judgments, claims, demands, suits, actions or other proceedings payed (including, but not limited to, disbursements of legal and professional fees) and damages of any nature that could be imposed to, incurred by or claimed to LOGITAS as a result of contravention by the Depositor and any Beneficiary of this Deposit Agreement.

14.4 Logitas represents holding, from a reputable insurance company, insurance covering any general third party liability and professional liability it may incur on the basis of the performance of Deposit Agreement.

15. MISCELLANEOUS**15.1 Use of the name of the Depositor as a reference**

The Depositor authorizes Logitas to use the name and logo of the Depositor as a business reference.

15.2 Force majeure

The liability of Logitas cannot be incurred in the event performance of its obligations is delayed, restricted or made impossible due to the occurrence of an event of force majeure or frustration. Are expressly considered to be events of Force Majeure, besides external, unforeseeable or uncontrollable events, exceptional bad weather conditions, acts or omissions by a public authority, rebellions, insurrections, riots, declared or undeclared wars, strikes, acts of sabotage, theft, acts of vandalism, explosions, fires, lightening, floods or other natural catastrophes, exceptional electric disturbances. In case of the occurrence of an event of Force Majeure, the performance of its obligations by Logitas is suspended. Each of the parties shall bear all of their respective costs arising out of the occurrence of the event of Force Majeure.

15.3 Severability

In the event any provision whatsoever of the Deposit Agreement is held to be invalid or unenforceable by a final decision on the merits of an action with res judicata effect, the parties agree to attempt to limit, to the extent reasonably practicable, the scope of such invalidity or unenforceability such that the other contractual provisions shall remain in force and the contractual balance of the Deposit Agreement is respected. In such event, the parties agree to renegotiate in good faith the drafting of a new provision to replace the invalid or unenforceable provision severed.

15.4 No Waiver

No failure to exercise or delay in exercising a right or prerogative by a party may be construed as a waiver of that right or prerogative to the benefit of the other party. Similarly, the exercise of a single right or the partial exercise of a right or prerogative does not preclude the exercise of any other right or prerogative provided in the Deposit Agreement. No waiver shall be effective failing a written amendment executed between the parties.

15.5 Entire Agreement – Assignment – Interpretation

The Deposit Agreement is concluded intuitu personae and may not be the subject of any complete or partial assignment, with or without good and valuable consideration, by the Depositor, failing prior Notification to Logitas. The Deposit Agreement represents the entire understanding between the Parties with respect to the services covered by it and supersedes and replaces any prior documents, understandings or agreements concluded between the Parties with respect to the same services. The Deposit Agreement may only be modified pursuant to a written amendment.

15.6 Costs incurred in defending the Depositor rights on the deposited software

The Depositor shall indemnify LOGITAS against all claims incurred in defending its rights in all litigation concerning the Deposited Software whose origin lies in the origin and/or the ownership and/or legality of the Depositor rights on the Deposited Software.

The Depositor will refund LOGITAS within 10 working days of the LOGITAS invoice date with:

- All Court costs and all legal fees
- All reasonable attorneys' fees (subject to presentation of documentary evidence of expense)
- All costs and expenses incurred by LOGITAS to comply with a final court ruling (subject to presentation of relevant supporting document)

15.7 Governing law and choice of venue

The terms and conditions of this Deposit Agreement, their interpretation, validity and effects are subject to the laws and regulations in force in the province of Quebec as well as Canadian Federal applicable laws in this instance and the parties agree to elect domicile in the judicial district of Montreal as to any claim or litigation arising out of or relating to this Deposit Agreement Terms.

Governing law and choice of venue

The Deposit Agreement is governed by the laws of France, both as regards procedural and substantive rules.

IF THE DEPOSITOR IS A TRADER WITHIN THE MEANING OF THE COMMERCIAL CODE, IN APPLICATION OF ARTICLE 48 OF THE CODE OF CIVIL PROCEDURE, FAILING AMIABLE RESOLUTION OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE INTERPRETATION, PERFORMANCE OR TERMINATION OF THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE TO SUBMIT TO THE JURISDICTION OF THE COMMERCIAL COURT OF PARIS, INCLUDING FOR SUMMARY PROCEEDINGS.

Executed in Montréal in two (2) originals, on _____

For Company _____
Mr _____

For **LOGITAS**
Mr _____

Schedule 1: Financial Arrangements
Schedule 2: Self-Certificate
Schedule 3: Designated Beneficiaries