



PRODUCTS AND SERVICES AGREEMENT

This Products and Services Agreement is made on the day of account activation in accordance with this agreement and the Order Form submitted by the authorised person representing the entity placing the order ("**Client**") and NewspaperDirect Inc. dba PressReader ("**PressReader**"), located at 200 - 13111 Vanier Place, Richmond BC Canada V6V 2J1.

1. INTERPRETATION

1.1 Definitions

In this Agreement, each capitalised term shall have the meanings indicated below.

- (a) "**Agreement**" means the this Products and Services Agreement, including any schedule or annexure to it or any document in agreed form, associated Order Form;
- (b) "**Client**" means the entity placing the order which provides authorised access to the Service to, as applicable, its members, end users, patrons, guests, passengers ("**Users**"), on-site and off-site as per Order Form;
- (c) "**Force Majeure**" means an event beyond the reasonable control of the Party claiming its performance is delayed as a result thereof, for the duration of the continuation of the event. Force Majeure shall not include unavailability or insufficiency of financial resources or personnel;
- (d) "**Intellectual Property Rights**" means any copyright, extended or revived copyright, design right, registered design right, patent, trade mark, rights under the law of passing off, database right or any similar right exercisable in any part of the world, including any pending application for registration of any patent, trade mark, registered design or similar registerable rights in any part of the world;
- (e) "**PressReader Products and Services**" means PressReader HotZone or PressReader HotSpot, a service, designed for a specific market vertical, operated by PressReader specifically for non-individual users, consumers, and which includes a PressReader mobile app and/or PressReader for PC software. PressReader HotZone or PressReader HotSpot operates in conjunction with the subscription to the applicable service, which may include PressDisplay, ND Press, and others, and which may allow for downloading, viewing of, interacting with and printing of certain Publications;
- (f) "**Order Form**" means a bespoke and current form provided by PressReader to Client to place orders for PressReader Products and Services, which includes, inter alia, Client's information, account details (start date, number of user accounts requested, billing and other information), and authorised personnel signature. Submission of the Order Form confirms acceptance of all terms of use in place for the service, as well as this Agreement;
- (g) "**Parties**" means PressReader and the Client and "Party" means any of them;

- (h) "**Platform Technology**" means the executable form of the PressReader web building tools as such technology is revised, updated, enhanced and modified from time to time (and including in all respects all Intellectual Property Rights therein), as such exist from time to time;
- (i) "**Publications**" means newspapers, magazines and other published media, offered on PressReader Products and Services in a digitally printed and non-printed format;
- (j) "**Term**" has the meaning given in s.4;
- (k) "**Third Party**" means any party apart from PressReader and the Client of this Agreement.

2. RESPONSIBILITIES OF CLIENT

2.1 Client may only use the PressReader Products and Services for lawful purposes and in accordance with this Agreement and any operating rules established by PressReader and provided to the Client by PressReader. Client will not use the PressReader Products and Services in jurisdictions where prohibited by applicable law.

2.2 Client undertakes to promote the service to the best of its abilities among Users, conducting agreed upon by the Parties surveys and obtaining feedback to improve the quality of the PressReader Products and Services supplied to Users by the Client. PressReader may at its discretion assist in providing appropriate promotional support to the Client, determined in consultation with the Client.

2.3 Client undertakes responsibility to share non-confidential survey data and feedback received with PressReader. Parties will co-operate in survey construction in order to compile a full picture of the PressReader Products and Services usage and usability.

3. PRICE

3.1 Under this Agreement the Client will be provided with the ordered and accepted number of licensed user accounts for the PressReader Products and Services for a fee listed in the Order Form and confirmed by PressReader for the initial term of the Agreement. Pricing for the subsequent term(s) is subject to change. All applicable taxes are responsibility of the Client and are in addition to fees stated.

3.2 The Client may at any time increase the number of simultaneous user accounts with adjustments to the original invoiced amount being calculated on a prorated basis. The adjustment will be processed at such fee (per month per user account), which is offered by PressReader for consideration at the time of the adjustment. PressReader will monitor the number of simultaneous user logins and reserves the right to turn Users away, when the number of simultaneous logins exceeds the number of user accounts which were paid for.

3.3 At time of commencement of this Agreement, the PressReader Products and Services includes access to back issues for up-to ninety (90) days, translation, sharing, audio and commenting features on certain Publications. Additional features, if introduced, will become subject to this Agreement automatically. PressReader may, at any time, change or discontinue any aspect of the PressReader Products and Services, including content, features, hours of availability, depth of back issues access for some or all available Publications, equipment or software needed for access or use. PressReader may add or delete available Publications at the respective publisher's request, and has no control over this action. PressReader may also impose limits on certain features and PressReader Products and Services or restrict Client access to parts or all of the PressReader Products and Services without notice or liability. PressReader will announce substantial changes to the PressReader Products and Services by email.

4. TERM, DEFAULT AND TERMINATION

4.1 Term

The initial term of this Agreement shall be for a period of one (1) calendar year in accordance to dates listed in the accepted by PressReader Order Form. This Agreement will renew for consecutive one-(1)-year terms after that. Either party may indicate intent not to renew by giving the other party written notice of such non-renewal thirty (30) days prior to the termination date.

4.2 Termination for Convenience

PressReader reserves the right to terminate this Agreement for convenience by providing a thirty (30) days' written notice to the Client.

4.3 Termination for Other Reasons

Subject to the time frames set out below, this Agreement may be terminated forthwith by written notice to the other Party upon the occurrence of an event of material default by the other Party. Each of the following constitutes an event of material default for the purposes of this Agreement:

- (a) Subject to s. 8.3, if a Party fails to perform any material obligation set forth in this Agreement and such default, in the case of a default which is remediable, continues for a period of fourteen (14) days after written notice of such failure has been given by the non-defaulting Party;
- (b) if a Party declares bankruptcy or ceases the operation of its business without a successor acceptable to the other Party; or
- (c) if a Party persistently breaches the terms of this Agreement.

4.4 Effect of Termination

Upon termination or expiration of this Agreement:

- (a) Upon the completion of mutual obligations, including but not limited to payments between PressReader and the Client, and subject to s. 4.5, the Parties' respective obligations under this Agreement shall cease immediately; and
- (b) any licences granted under this Agreement by either Party shall terminate immediately.

4.5 Survival

The terms of sections 6, 7, and 8 shall survive any termination or expiry of this Agreement and shall continue in force thereafter for the period contemplated by the Agreement. Other provisions of this Agreement which, by the nature of the rights or obligations set out therein might reasonably be expected to be intended to so survive, shall survive termination or expiry of this Agreement until they are satisfied or by their nature expire.

5. PAYMENT TERMS AND CONDITIONS

The fees payable by one Party to the other Party are payable in the currency of the invoice provided by PressReader within 30 (thirty) days from receipt by the Client of an invoice therefor, sent by facsimile or by email or as set out in this Agreement. Any overdue amounts payable hereunder shall bear interest at the rate of 1.5% per month (19.56% per annum), calculated daily and compounded monthly, subject to any applicable maximums set by law, plus all expenses of collection.

6. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

6.1 General

Each Party warrants and represents that it is a company, duly organised, validly existing and in good standing under the laws of the territory or incorporation, or a physical person in good standing; it has the rights, power and privileges to execute, deliver and perform its obligations under this Agreement;

6.2 Disclaimer of Warranty

(A) PRESSREADER PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, NONINTERFERENCE, ACCURACY OF DATA, AVAILABILITY, TIMING, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

(B) WITHOUT LIMITING THE FOREGOING, NEITHER PRESSREADER NOR ITS AFFILIATES, LICENSORS, OR AGENTS WARRANT THAT THE PRESSREADER PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PressReader PRODUCTS AND SERVICES, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, SERVICE, OR GOODS PROVIDED IN CONNECTION WITH THE PRESSREADER PRODUCTS AND SERVICES.

6.3 Limitation of Liability

IN NO EVENT WILL PRESSREADER OR ITS AFFILIATES, LICENSORS, OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE ND PRODUCTS AND SERVICES. CLIENT ACKNOWLEDGES

THAT (I) THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE PRESSREADER PRODUCTS AND SERVICES; AND (II) PRESSREADER IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES INCLUDING PRESSREADER LICENSORS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH THE CLIENT.

7. CONFIDENTIALITY AND OWNERSHIP

7.1 Confidentiality

Each Party (hereinafter in this Section, the “**Receiving Party**”) covenants with the other Party (hereinafter in this Section, the “**Disclosing Party**”) that it shall keep confidential the Confidential Information of the Disclosing Party to which the Receiving Party obtains access as a consequence of entering into this Agreement and that it will take all reasonable precautions to protect such Confidential Information from any use, disclosure or copying except as expressly authorised by this Agreement. The Receiving Party shall implement such procedures as the Disclosing Party may reasonably require, from time to time to improve the security of the Confidential Information of the Disclosing Party in its possession. Upon termination of this Agreement, the Receiving Party shall at the choice of the Disclosing Party, either return to the Disclosing Party or destroy all copies or partial copies of Confidential Information of the Disclosing Party in any form which is in the possession of the Receiving Party or under its control, and certify that all such Confidential Information has been returned or otherwise destroyed.

7.2 PressReader agrees to hold in strict confidence any private and confidential Client information, including user IDs, passwords and personal User information which may be required to implement and manage the PressReader Products and Services.

7.3 Client agrees to hold in strict confidence information pertaining to the price and terms of this Agreement.

7.4 Intellectual Property and Ownership

PressReader Products and Services contain copyrighted material, trade marks and other proprietary information. Without limiting the scope of PressReader's intellectual property rights, Client acknowledges that PressReader and/or its licensors own intellectual property rights in (i) the content included within the Publications; (ii) the PressReader Products and Services, the content contained within them; (iii) the selection, coordination, and arrangement of the PressReader Products and Services websites, software and mobile applications and the Publications contained within them; and (iv) the trade marks used in connection with the PressReader Products and Services. Publications available with the PressReader Products and Services are for use designated in subsequent Agreements with third parties and may not be modified, reverse engineered, redistributed, sold, publicly displayed, licensed, rented, or otherwise provided to a third party outside of the scope of subsequent agreement or commercially exploited. PressReader does not grant Client any licences express or implied, to the intellectual property of PressReader or PressReader publishing partners except as expressly authorised in this Agreement.

7.5 Third Party Content

PressReader is a distributor (and not a publisher) of content supplied by third parties and has no editorial

control over the content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including those made in Publications offered in the PressReader Products and Services, are those of the respective author(s) or publisher(s) and not of PressReader. Neither PressReader nor any third-party provider of information guarantees the accuracy, timely availability, completeness, or usefulness of any content. Under no circumstance will PressReader be liable for any loss or damage caused by Client or its third parties' reliance on information obtained through the PressReader Products and Services. The PressReader Products and Services may contain links to other Internet sites and third-party resources. PressReader is not responsible for either the availability of these outside resources or their content.

7.6 Trade Mark Licence

PressReader grants to the Client a non-exclusive, non-sub-licensable, royalty-free licence to use the name of PressReader, PressReader's Products and Services and their associated logos ("**PressReader Trade Marks**") solely for the purposes of this Agreement on the following terms:

- (a) Client shall comply with the reasonable instructions of PressReader in its use of the PressReader Trade Marks and shall not use any name or trade mark confusingly similar to PressReader Trade Marks;
- (b) Client shall not use the PressReader Trade Marks in connection with any services or products other than the PressReader Products and Services;
- (c) Client acknowledges that, save as set out in this Agreement, its use of the PressReader Trade Marks under this Agreement will not directly or indirectly create for it any right, title or interest therein; and
- (d) Client shall not undertake any action that interferes with or diminishes the PressReader's right, title or interest in the PressReader Trade Marks.

7.7 Client shall, promptly following any reasonable request by PressReader, provide PressReader with a copy of any written communication and a transcript of any oral communication by Client in which PressReader Trade Mark is used.

7.8 PressReader may inform the Client of any deficiency or irregularity in the materials provided to PressReader under s. 7.7 above insofar as that deficiency or irregularity could reasonably otherwise be detrimental to the reputation of PressReader. Without prejudice to the PressReader's rights or remedies, Client shall, as soon as reasonably practicable, correct any such deficiency or irregularity.

7.9 Client shall not, during the Term and for any period after its expiry or termination during which PressReader holds a registration or application for any of the PressReader Trade Marks, for any reason obtain, apply for, or make any claim in relation to, any mark or name which includes any of the PressReader Trade Marks or any other name or mark which is similar to any of the PressReader Trade Marks and which might reasonably cause deception or confusion.

7.10 Client shall not undertake any act or make any omission which has or may have a detrimental effect on the PressReader Trade Marks or which may bring the PressReader Trade Marks into disrepute.

7.11 Client acknowledges that all goodwill directly associated with the PressReader Trade Marks and

resulting from the use of the PressReader Trade Marks by it shall vest in PressReader and shall, at the reasonable request and expense of PressReader from time to time, sign all documents and do all other acts and things which the PressReader reasonably requires to vest in PressReader, or its nominee, all goodwill directly associated with the PressReader Trade Marks and which arises as a result of use of the PressReader Trade Marks during the Term.

7.12 For the avoidance of doubt, any goodwill directly associated with the Client business and any Client trade marks shall remain vested in the Client.

8. GENERAL

8.1 Monitoring

PressReader has the right, but not the obligation, to monitor the PressReader Products and Services (i) to determine compliance with this Agreement and any operating rules established by PressReader; and (ii) to satisfy any law, regulation or authorised government request. Without limiting the foregoing, PressReader shall have the right to remove any content that PressReader, in our sole discretion, find to be in violation of the provisions hereof or otherwise objectionable or in breach of PressReader licensors' obligations.

8.2 Notice

Any demand, notice, or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by facsimile or registered post addressed to the recipient or to such other address, individual, or facsimile number as may be designated by notice given by either party to the other. Any demand, notice, or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day, and if given by registered post, it shall be deemed delivered upon confirmation of such delivery to the designated party supplied by the entity making such delivery.

8.3 Force Majeure

Neither the Client nor PressReader shall be considered in default or liable under this Agreement in cases of delays due to wars, civil riots, acts of terrorism, epidemics, acts of nature, fires, strikes, government restriction or other circumstances beyond their control. This Agreement may be terminated forthwith by written notice to the other Party upon the occurrence of Force Majeure, if an event of Force Majeure exists for a period of 14 (fourteen) days or more.

8.4 Compliance With Law

Each Party shall, in the performance of this Agreement, fully comply with, and abide by, all laws, regulations, regulatory rulings or directives, codes of practice, court orders, and decisions of administrative tribunals of competent jurisdiction, that may, in any manner or extent, concern, govern, or affect either Party's respective performance of, and obligations under, this Agreement.

8.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated, in all respects, as a British Columbia contract. The parties hereby irrevocably submit to the exclusive jurisdiction of the Canadian courts in respect of the subject matter hereof.

8.6 Variation

No variation of this Agreement shall be effective unless in writing and signed by and on behalf of each of the Parties.

8.7 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) headings are for convenience only and shall not affect the interpretation of this Agreement.

8.8 Entire Agreement

This Agreement and any operating rules for the PressReader Products and Services set out the entire agreement and understanding of the parties with respect to its subject matter and supersedes all representations, communications and prior agreements (written or oral). Each Party acknowledges that upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement. This clause shall not apply to any statement, representation, or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud for which the remedies available shall be those available under the laws of Canada.

8.9 Severability

To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

8.10 No Waiver

No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.