

THIS SOFTWARE LICENSE AGREEMENT (“License” or “Agreement”) is made between you (the “Customer”) and Vitrium Systems Inc. (“Vitrium”, “Company”, “we”, “our”, or “us”).

Important – Read Carefully: This Agreement is a legal agreement between the Customer and Vitrium for Vitrium software products comprising Protectedpdf Enterprise software (“Software”), which includes computer software, software updates, software key, and associated media, and all printed material, and online or electronic documentation (“Documentation”). The Software includes an executable copy of the program to allow it to run on your computer system, a database platform for storage of your data, and certain pre-set forms for data reports. The Software does not include the source code of the program comprising the Software. Software updates may be released by Vitrium from time to time to add additional features to, or revise features of the Software. By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this License. Please read this License in its entirety carefully before installing or using the Software.

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1. DEFINITIONS

“**Software**” means Vitrium’s Protectedpdf Enterprise software which provides document security, protection, and control for PDF documents. The Software provides a straightforward and easy way for users to unlock the document without the need to download additional plug-ins or software. Protectedpdf documents can be opened and viewed by your end users (“Readers”) using the PDF viewing application Adobe Reader or Acrobat (version 7.0 or higher) or Vitrium’s own proprietary Web Viewer. Adobe Reader is available as a free download at the company’s website. Vitrium’s Web Viewer is sold as part of the overall Software.

“**Authorized Readers**” or “**Readers**” means the end users of Vitrium’s protected documents, the people or companies who will be accessing or unlocking the documents protected with Vitrium’s Software.

“**Documentation**” means the help guides, implementation guides, user manuals, and other printed or electronic documentation provided to the Customer, as may be revised, modified or updated from time to time.

“**Vitrium DRM**” means the digital rights management technology or document security that Vitrium uses in its Software. Vitrium DRM was created to strike a balance between level of protection and user experience. As such, while no document protection can claim to be impenetrable, Vitrium’s Software consciously trades off some aspects of security for an improved user experience. Therefore, Vitrium’s document security can be circumvented and should not be used in situations which require absolute security solutions. For more information, please read the Vitrium Security Statement: www.vitrium.com/security-statement/

“**Authorized Partners**” means any individuals or companies who have signed a formal contract or legal agreement with Vitrium to resell, bundle, repackage or otherwise sell Vitrium Software as part of that agreement.

2. GRANT OF LICENSE

Subject to the terms of this License, Customer is granted a non-exclusive, non-transferable license to install and use the Software together with the Documentation, only at the business location of the Customer. No transfer of this License in whole or in part in any manner directly or indirectly, no sub-licensing, and no increase to the number of computers or change to the business location may be made without the prior written consent of

Vitrium. The terms and conditions of this Agreement shall apply to all changes or amendments hereto, unless a new Agreement is entered into by the parties, at the option of Vitrium.

3. **COPYRIGHT**

Vitrium owns and will at all times retain exclusive ownership of all rights, interests, title and copyrights in and to the Software, the Documentation, and any copies of the Software or Documentation. Customer acquires only the right to use the Software in the copy provided for the term of this Agreement and does not acquire any rights of ownership in the Software or Documentation. Customer may make one (1) copy of the Software for backup purposes. Customer is not permitted to make any other copies in any form or medium without prior written consent from the President of Vitrium or other authorized personnel of Vitrium designated by the President as having such authority ("authorized personnel"). Customer may not copy the Documentation accompanying the Software in any form or medium.

4. **PERMITTED USES, RESTRICTED USES**

Customer may only use the Software for the intended purpose of digital rights management and related applications and as permitted by this License. Customer may not reverse engineer, decompile, disassemble, decrypt, reproduce, modify, adapt, update or translate the Software in any way, or merge the Software into any other computer program material, or re-write the Software into any different computer program language. Use of the Software to test or improve a competing software package without prior written approval from authorized personnel at Vitrium is a violation of this License. The Software is licensed as a single product. Its component parts or modules may not be separated for use on one or more than one computer or installation. Customer may not sell, rent, lease, license, transfer, lend or give away the Software.

5. **FEES AND INVOICING**

5.1 **License Fees.** During the term of the Agreement, Customer shall pay an annual license fee for use and access to the Software (as defined herein), in the amount stated in the Order Form provided by Vitrium or one of its Authorized Partners.

5.2 **Invoicing.** Except as set forth elsewhere in this Agreement or in the Order Form, payment is due net thirty (30) days. Should the Agreement be terminated in accordance with the provisions of this Agreement by the Customer, the Customer shall pay for the full amount of all invoices outstanding, if any, up to the effective date of termination.

5.3 **Invoices Form Part Of Agreement.** All ordering documents accepted by Vitrium or one of its Authorized Partners and all invoices issued by Vitrium or one of its Authorized Partners are hereby incorporated into this Agreement by this reference and form a part of this Agreement.

6. **RIGHT TO AUDIT**

Not more than once every twelve (12) months, Vitrium will have the right to conduct and/or direct an independent accounting firm to conduct, during normal business hours, an audit of the appropriate records of the Customer, including without limitation the number of copies of the Software in use, the computer systems on which such copies are being used, the number of unique users of the Software.

7. **TERM**

This Agreement commences on the date that the Customer signs and accepts these Terms (the “Effective Date”) and will renew automatically for successive one (1) year Terms, unless either party gives written notice of non-renewal to the other party at least sixty (60) days before expiration of the then-current Term. Upon termination of this Agreement: (a) all documents protected by Vitrium’s Software will not unlock or be accessible to Authorized Readers; and (b) Vitrium will retain any information, data, documents and associated contents pertaining to Customer and this Agreement for thirty (30) days following such termination, after which Vitrium has the right but not the obligation (except as required by law) to delete all such information, data, documents and associated content. It is the Customer’s responsibility to provide their clients, raw or accessible forms of the document(s) should the reader require or request access.

8. TERMINATION

This License is effective until it expires or is terminated in accordance with the terms hereof. Either party to this Agreement may terminate this Agreement at the end of each term without cause by providing at least sixty (60) days’ written notice to the other party of such termination. Vitrium may immediately terminate this Agreement at any time if the Customer fails to fully comply with the terms and conditions of this Agreement or if the Customer becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law. Upon expiry or termination of this Agreement, Vitrium:

- a) may declare all amounts owing to Vitrium to be immediately due and payable;
- b) may require the Customer to immediately discontinue use of the Software or any of its components and immediately return the software key to Vitrium and destroy or return the Software and all copies of the Software and all of its component parts to Vitrium;
- c) may withhold the Software access codes making the Software unusable, in which event Vitrium will not be liable for any claim of business interruption or loss of profits or any other claims, losses or damages of any kind that may arise as a result; and
- d) will be released of any obligations hereunder without liability to or recourse by the Customer.

9. MAINTENANCE AND SUPPORT

During the term of this Agreement and the use of the Software by the Customer pursuant to the License, Vitrium will provide the Customer with the maintenance and support services (the “Services”) as outlined in the Order Form or Statement of Work. The Customer is responsible for providing direct support to its end users (“Readers”). If the Customer cannot resolve any issues by working directly with its Readers, the Customer may request that Vitrium work directly with the Reader. This type of support should be considered as an exception and is offered at the discretion of Vitrium. The Customer may purchase additional Services at Company’s then current rates for such services. All such Services will be subject to the terms and conditions set forth herein. The Customer assumes all risk arising from the Customer’s failure to implement updates and any other corrections released by Vitrium to the Customer. Any supplemental Software code provided to the Customer as part of the Services shall be considered part of the Software and subject to the terms and conditions of this Agreement. With respect to technical information the Customer provides to Vitrium as part of the Services, Vitrium may use such information for its business purposes, including for future product support and development.

10. SOFTWARE UPDATES

The terms and conditions of this License shall apply to all Software updates unless a new License is entered into by the parties, at the option of Vitrium. All Software updates form a part of the Software as referred to in this License.

11. CONFIDENTIAL INFORMATION

The Customer agrees that the Software and its Documentation, underlying ideas, concepts, processes, algorithms, procedures, routines, specifications, systems, codes, designs, layouts, and functionality are confidential and constitute confidential information and trade secrets owned by Vitrium. The Customer further agrees not to publish, disclose, transfer, distribute or use for any purpose not authorized by this License any confidential information or trade secrets without prior written consent from authorized personnel at Vitrium. The Customer agrees that this covenant to protect the confidential information shall remain in effect after the expiry or termination of this Agreement for a period of two (2) years, and this covenant to protect the trade secrets shall remain in effect after the expiry or termination of this Agreement for so long as such trade secrets remain trade secrets. In the event of any dispute, Vitrium may at any time designate which items constitute either trade secrets or confidential information. The Customer agrees to use the same reasonable efforts in the circumstances to protect and maintain the confidentiality of the confidential information and trade secrets as the Customer would be expected to use, acting reasonably, to protect and maintain the confidentiality of the Customer's own confidential information and trade secrets of a similar nature.

12. OWNERSHIP

The Customer will not take any action to jeopardize, limit or interfere in any manner with Vitrium's ownership with respect to the Software. The Customer acknowledges and agrees that Vitrium and its licensors retain all title, copyrights, patents and other proprietary rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Software), any accompanying printed materials and any copies of the Software. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants the Customer no rights to use such content. The Customer agrees that any updates, patches, bug fixes, workarounds, upgrades, and enhancements to the Software furnished in connection with any Services will be the sole and exclusive property of Vitrium and will be subject to use by the Customer in accordance with the terms and conditions of this Agreement and only if this Agreement has not been terminated.

13. GENERAL

In the event of the invalidity or unenforceability of any portion or provision of this Agreement, the parties agree that to such extent only such portions or provisions are to be severed herefrom, and that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions or provisions of this Agreement which shall remain in full force and effect. Except as set forth elsewhere in this Agreement, Vitrium or the Customer may not change, waive, modify, or amend this Agreement, except by written agreement signed by both parties. This Agreement may be signed by the parties in counterparts which when taken together will constitute one Agreement. The signatures of either party to this Agreement or on any communication relating to this Agreement may be sent by facsimile transmission, and when so received will be treated in the same manner as an originally executed Agreement or communication. The Agreement may not be transferred or assigned in whole or in part in any manner directly or indirectly without the prior written consent of Vitrium. If the Agreement or the Software is assigned or transferred or sub-licensed, the Agreement will be binding on the Software recipient. The Agreement may be assigned by Vitrium. The laws of the Province of British Columbia govern this Agreement. All actions, suits or proceedings shall be brought and prosecuted by the Customer in the Province of British Columbia, and may be brought and prosecuted by Vitrium in the Province of British Columbia or elsewhere where the Customer has a presence, and the Customer hereby submits to the jurisdiction of the courts of and in the Province of British Columbia. Vitrium shall not be responsible for failure to perform its obligations under this Agreement due to causes beyond its control. In the Agreement, words in the singular

include the plural and the masculine includes the feminine and neuter and vice versa. If the Customer is more than one person, firm, corporation or other entity, the liability of the Customer hereunder is both joint and several.

14. **NO WAIVER**

No Waiver by Vitrium of strict compliance with this Agreement by the Customer shall constitute a continuing waiver of strict compliance with the particular obligation, or a waiver of any subsequent strict compliance by the Customer with the same or any other obligation hereunder.

15. **FURTHER ACTS AND DOCUMENTS**

The parties agree to carry out and perform all such further acts and deeds and to make, execute and deliver all such further documents, instruments, agreements and assurances as may be required in order to carry out the terms and conditions of this Agreement in accordance with their expressed intent.

16. **LIMITED WARRANTY**

Vitrium warrants the Software to perform substantially as described in the Documentation for a period of ninety (90) days from the date of installation. Vitrium, at its sole discretion, will either replace or correct, without charge, the Software if it does not perform substantially as described in the Documentation during such period. If Vitrium is unable to correct the Software within a reasonable time, Vitrium at its sole discretion will refund the Fee paid for the Software without interest. **THIS IS VITRIUM'S ENTIRE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN LIEU OF ALL OTHERS.** Vitrium does not guarantee or warrant that the Software will meet all of the Customer's requirements or that the Software will run uninterrupted or error free. The warranty does not cover any Software that has been modified or changed in anyway, unless done so by Vitrium. The warranty does not cover any Software that has been abused or damaged. Vitrium is not responsible for problems with the interaction, interfacing or incompatibility of the Software with other third party software. Vitrium is not responsible for other third party software or any components thereof where the Software is to be incorporated into or used with them.

Vitrium is not responsible for problems or incompatibilities:

- a) caused by changes in computer hardware or computer operating systems made or installed after the release or installation of the Software;
- b) caused by Software updates not being compatible with the Customer's existing computer hardware or computer operating system or supporting facilities at the Customer's location;
- c) caused by the Customer using the Software with computer hardware or computer operating systems not supported by Vitrium and installed by Vitrium or an installer who has completed Vitrium's installer training to Vitrium's satisfaction;
- d) arising where the Software is not installed by Vitrium or an installer who has completed Vitrium's installer training to Vitrium's satisfaction;
- e) arising where the Customer fails to meet and maintain Vitrium's installation criteria for the equipment and Software;
- f) arising in respect of installation of the Software by Vitrium or training by Vitrium so long as such installation and training has been carried out in a proper and workmanlike manner;

- g) or any damages or losses arising in any way from or in connection with any inaccurate or incomplete information supplied by the Customer, and any and all costs and expenses associated with any changes required due to the same are for the Customer's account only;
- h) or any damages or losses arising in any way from or in connection with the menu design, menu set-up, menu pricing, tax calculations, or any software configuration settings;
- i) caused by attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by Vitrium;
- j) caused by events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labour dispute (outside of Vitrium's own employees), government act, or failure of the Internet.

NO OTHER WARRANTIES:

THE SOFTWARE IS PROVIDED "AS IS" WITH THE FOREGOING LIMITED WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VITRIUM DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT OR NON-VIOLATION OF THIRD PARTY RIGHTS. FURTHERMORE, VITRIUM DOES NOT WARRANT THAT THE OPERATIONS OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

LIMITED LIABILITY:

IN NO EVENT SHALL VITRIUM, THE AUTHORS OF THE SOFTWARE, OR ITS SUPPLIERS BE LIABLE FOR ANY GENERAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DAMAGES TO THE CUSTOMER'S COMPUTER, OTHER SOFTWARE, SYSTEMS, DATA, OR OTHER FACILITIES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR ANY OTHER ECONOMIC LOSS OR PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY UPDATES, EVEN IF VITRIUM OR THE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES. NEITHER VITRIUM NOR THE AUTHORS OR SUPPLIERS SHALL BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE TO THE CUSTOMER OR ANY THIRD PARTIES EXCEPT AS CAUSED BY VITRIUM'S, THE AUTHORS' OR THE SUPPLIERS' GROSS NEGLIGENCE.

IN ANY CASE, AND EVEN IN THE CASE OF FUNDAMENTAL BREACH, THE AGGREGATE AMOUNT OF VITRIUM'S, THE AUTHORS' AND THE SUPPLIERS' ENTIRE LIABILITY IN CONTRACT, TORT OR OTHERWISE UNDER ANY AND ALL PROVISIONS OF THE LICENSE SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS MADE BY THE CUSTOMER TO VITRIUM UNDER THIS LICENSE.

THIS EXCLUSION OF LIABILITY ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST THE CUSTOMER. THE PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF VITRIUM, THE AUTHORS AND THE SUPPLIERS ARISING OUT OF THIS LICENSE.

17. LIMITATION PERIOD FOR ACTIONS

Any action, suit or proceeding arising out of or in connection with this Agreement or its subject matter must be started within one (1) year from the date of installation of the Software or update or the happening of the event giving rise to such action, suit or proceeding.

18. SURVIVAL OF CERTAIN TERMS

Terms and conditions of this License which by their nature require performance after the expiry or termination of this Agreement, including but not limited to the use restrictions, limitations of liability, and confidentiality obligations, will survive any expiry or termination of this Agreement.

19. ENTIRE AGREEMENT

Except as provided for elsewhere in this Agreement, this is the entire agreement between the Customer and Vitrium, which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this License.

20. LANGUAGE OF AGREEMENT

At the request of the parties hereto, this Agreement has been drafted in the English language only. A la demande des parties aux présentes, cette Convention a été rédigé en langue anglais seulement.

21. ENUREMENT

The terms and conditions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, estates, legal representatives, successors and permitted assigns.

22. NOTICE

All notices given and requests made hereunder must be sent in writing and must be delivered or sent either by nationally recognized overnight courier or registered or certified mail, return receipt requested, postage prepaid. All notices to either party shall be delivered to their respective address listed above. The parties may change their address by notice delivered to the other party. Any notice or request sent by registered or certified mail, return receipt requested, postage prepaid shall be deemed given on the date of receipt or refusal as indicated on the return receipt. Any notice or request sent by overnight courier service shall be deemed given on the date of receipt or refusal of the same.

23. ACCEPTANCE OF TERMS

By signing below, the Customer acknowledges that the Customer has read this Agreement, understands it, and agrees to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed by its duly authorized representative on the date set forth below.

Effective Date:

VITRIUM SYSTEMS INC. Suite 550 – 409 Granville Street Vancouver, BC V6C 1T2	Company Name Address1 Address2
by its authorized signatory:	by its authorized signatory:
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title