

MASTER LICENSE AND SERVICES TERMS

WHEREAS Blue Badger and Client have agreed to terms whereby Blue Badger will provide, develop and license to Client various proprietary products and technologies, and whereby Blue Badger may render services to the Client, the whole pursuant to a Statement Of Work (the "S.O.W.") agreed upon by the Parties;

NOW, THEREFORE, in consideration of the S.O.W., the parties agree as follows, these terms being referred to as the "Agreement", or the "MLST":

1. DEFINITIONS.

1.1 General. As used in this Agreement, the following terms shall have the following meanings, unless the context otherwise requires and specifies. Certain other terms may be defined elsewhere in this Agreement.

"Confidential Information" means all data and information, whether accessed electronically or otherwise, of a confidential or proprietary nature of the parties hereto, including the Deliverables provided to Client pursuant to this Agreement, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, sales and marketing research, materials, plans, projects, and other business information, accounting and financial information, personnel records, other information concerning the products, services and business of the parties, and information concerning third-party suppliers or customers of the parties. In particular, the following information shall be considered to be Confidential Information: (a) if marked as such; (b) if the disclosing party orally or in writing has advised the receiving party of the confidential nature of the information; or (c) if, due to its character or nature, reasonable people in a like position and under like circumstances would treat it as confidential. The following information shall be considered Confidential Information whether or not so marked or identified: any Personal Information, information collected about Discloser's computing environment, Discloser's business operations, pricing, discounts, source code, product roadmaps or strategic marketing plans.

"Deliverables" means all the System, Documentation, Elements, Services, and/or other tasks and services that Blue Badger is required to deliver or perform pursuant to the S.O.W.

"Documentation" means that documentation generally provided by Blue Badger to Client, as may be revised by Blue Badger from time to time, and which may include user guides, manuals, release notes and on-line help files supplied by Blue Badger concerning installation, operation, and use of the System and additional software. Unless otherwise agreed by the parties, all Documentation will be provided in the English language.

"Element(s)" means any invention, technology, device, feature, custom software, integration, source code, object code, middleware, software development tool, design development tool, content creation tool, architecture, interface, design or visual item, document, content (visual, graphic, artistic, musical, textual, or of any other kind) or any other item that may form part, directly or indirectly, of the Deliverables;

“Intellectual Property (Rights)” means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of any country, or any political subdivision thereof, including, without limitation, (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (b) copyrights, moral rights (including rights of attribution and rights of integrity), neighboring rights, and related rights; (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, trade secrets, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations, in whole or in part, thereof.

“Statement Of Work”, or “S.O.W.” means a written description of the Deliverables and Services to be provided by Blue Badger, as well as the fees owed to Blue Badger by Client, as may be amended in writing by the parties from time to time. To be effective, any modifications to the S.O.W. must be in a written addendum or amendment that references the initial S.O.W. signed by the Parties, and is executed by each of the parties.

“Third-Party Materials” means any Element in which a third party has an ownership interest or holds Intellectual Property Rights. Third-Party Materials includes freeware, shareware or any open source code and open source software.

“Services” means the software development, modification, implementation, configuration, servicing and maintenance, research and development, bug fixing, and other tasks and services to be performed by Client pursuant to the S.O.W.

“System”, or “Blue Badger System” means a particular, defined versioning of the Blue Badger technologies which the Parties have agreed that Blue Badger would deliver, implement, customize, and/or operate, in whole or in part, for Client, as part of Deliverables thereunder, as it shall be further described in the S.O.W. executed by both Parties, and which may include any of the following elements or combinations thereof: source code, object code, software architecture, graphic files, design files, inventions, proprietary technologies, trade secrets, and/or particular elements customized for the Client.

2. SCOPE OF SERVICES AND DELIVERABLES.

2.1 General. In accordance with the terms and conditions of this Agreement, Blue Badger shall deliver and install the Blue Badger System for Client and perform the Services and/or provide for Client the Deliverables described in the S.O.W., including the initial S.O.W. executed by the Parties. Additional Systems, Deliverables and/or Services desired by Client, if any, will require the execution of a new S.O.W. which will become an addendum to this Agreement and must be signed and dated by both parties. Unless otherwise specified in a S.O.W., the Services shall be performed in Canada.

2.2 Statements Of Works. The S.O.W., or any subsequently executed S.O.W., shall contain a written project description specifying the Blue Badger System, including the delivery, testing, and acceptance procedures involving the System, Deliverables and Services and the fees to be paid to Blue Badger by Client. The S.O.W. shall include specific descriptions of each Deliverable and Services or phase thereof which shall be performed at the location specified and agreed upon by the Parties. If there is a conflict between any term of this Agreement and a S.O.W., the terms of the S.O.W. will prevail. A S.O.W. shall only be deemed applicable between the Parties and subject to the present Agreement if it is duly signed or digitally agreed upon by both Parties.

2.3 Non-Exclusivity. This is not an exclusive Agreement for either Party and does not: (a) obligate Client to use the Systems or Services of Blue Badger, or (b) prevent Blue Badger from offering its Systems and Services to any third party. Its intent is to establish a framework by which Client can order Blue Badger Systems, Deliverables and/or Services by entering into S.O.W.'s with Blue Badger on a case by case basis.

2.4 Cooperation. Client shall fully collaborate with Blue Badger and provide all required information as to not hinder developer's full and faithful performance of the Services and/or delivery of the Deliverables.

3. CONSIDERATION AND PAYMENT.

3.1 Invoicing and Payment. Blue Badger shall invoice Client and Client shall pay Blue Badger a fee in the amount, and according to the schedule, set forth in the applicable S.O.W. Client shall pay the entire amount then due within thirty (30) days of Client's receipt of the invoice. All fees and payments shall be in Canadian currency, unless otherwise expressly agreed by the parties in writing. Invoices to be paid in foreign currency must contain wire transfer instructions. Blue Badger may assess interest on any invoice remaining unpaid for more than thirty (30) days from receipt at a rate of the lesser of one-half percent (.5%) per month or the highest rate allowed by Quebec law. If there is a good faith dispute with regard to a portion of an invoice, Client will provide notice and detail of the dispute within a reasonable period of time, and will promptly pay the undisputed portion as provided in this Agreement.

3.2 Taxes. Blue Badger' fees do not include applicable sales, goods, services, consumption, or value-added taxes. Each Party will be responsible for its own income taxes, gross receipts taxes, employment taxes, and property taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. Blue Badger shall provide itemized tax detail on invoices as reasonably requested by Client and/or applicable law.

3.3 Tax Credits. Blue Badger retains the right to claim any applicable ITC tax credits eligible for work performed by Blue Badger on behalf of Client.

4. LICENSE AND OWNERSHIP.

4.1 Background Materials. "Background Materials" means all Intellectual Property in and to: (a) any Element conceived, developed, or reduced to practice by Blue Badger prior to, or independent of, its participation in the project described in a Client S.O.W.; (b) any learning, skill, knowledge, trade secret, or know-how developed by Blue Badger as a result of the Client mandate; (c) any Element, as embodied in a tool, platform, method, or device, which Blue Badger requires and/or has used to create or develop any Deliverable; (d) any Element which is not a specific, actionable Deliverable designed or created specifically for use by the Client, as contemplated in an applicable S.O.W. Blue Badger shall remain the owner of the Intellectual Property Rights in the Background Materials.

4.2 Background Materials License. Blue Badger hereby grants to Client a perpetual, non-exclusive, royalty-free, worldwide license to use, exploit, copy, reproduce, manufacture, distribute, export, display, and perform the Background Materials in the particular form incorporated in Deliverables described in the S.O.W., and for the commercial uses contemplated in the S.O.W. This license shall not include the right to re-sell, sublicense, transfer or assign Background Materials without Blue Badger's

prior written consent. Blue Badger shall not be precluded from utilizing its Background Materials or Intellectual Property, or any other Intellectual Property conceived or developed hereafter independently of the Services provided hereunder, or in the context of an agreement with a third party, including without limitation: its source code, object code, graphic files, GUI, UX/UI, architecture and methodology, for its other customers, or any prospective customers, provided that such use does not breach Blue Badger' confidentiality obligations to Client or Client's Intellectual Property Rights.

4.3 Ownership. Unless specified otherwise in writing in a S.O.W., all Intellectual Property Rights resulting from a Client project contemplated in a S.O.W., exclusive of: (a) Blue Badger's Background Materials; (b) Elements which were developed, wholly or partly, in the context of a S.O.W. which ended up not being incorporated in a Deliverables; or (c) Blue Badger Confidential Information, as defined herewith, shall be the sole ownership of Client. The Parties shall employ their best efforts to define Blue Badger's Background Materials and the Client's Intellectual Property Rights in each S.O.W. between them. Any Intellectual Property right in any modification, improvement, enhancement, derivative work, or alteration made to the System and/or the Deliverables by the Client (hereinafter an "Improvement"), shall be the sole and exclusive ownership of Client, and Blue Badger hereby grants to Client the sole and exclusive right to make any ownership claim and/or seek to obtain any Intellectual Property registration recognized by law on said Improvements, on a worldwide basis. The Parties shall only be authorized to utilize each other's trade-marks, trade names, design marks, or logos in a manner previously authorized in an applicable S.O.W. between them, and Client shall not remove any Intellectual Property notices installed by Blue Badger on the System and/or Deliverables without Blue Badger' prior written consent.

4.4 Use of Marks and Testimonials. Blue Badger may use Client's trade-marks, trade names, and/or logos for display purposes on Blue Badger's website situated at www.badger.blue, and/or on physical or digital marketing materials, or in white papers or other formats, for presentation or display to third parties. Should Client submit a testimonial to Blue Badger, Client agree that Blue Badger may publish said testimonial, while attributing it to Client on Blue Badger's website situated at www.badger.blue, and/or on physical or digital marketing materials or in white papers or other formats, for presentation or display to third parties.

5. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

5.1 Parties' General Representations and Warranties. The Parties hereby represent and warrant to each other that:

- (a) Authority; No Conflict.** They have full power and authority to enter in and perform this Agreement, grant the licenses provided in this Agreement and that the execution and delivery of this Agreement has been duly authorized. This Agreement does not violate any law or breach any other Agreement to which either Party is a party or is bound to.
- (b) No Infringement.** The Blue Badger System and/or the Deliverables do not infringe or misappropriate any third-party's Intellectual Property Rights. Blue Badger has sufficient right, title, and interest in and to the Blue Badger System and the Deliverables to enter into and perform under this Agreement and to grant the rights and licenses in this Agreement. Any element which Client may request that Blue Badger integrate into the Blue Badger System and/or the Deliverables shall not infringe or misappropriate any Third-Party's Materials; and

- (c) **Compliance with Laws.** They shall comply with all federal, state and local laws, ordinances and regulations applicable to their obligations under this Agreement.
- (d) **Warranty.** For a period of thirty (30) days from acceptance by Client (the “**Warranty Period**”), (A) the System and Deliverables will function properly when properly installed and under ordinary use and will perform in accordance with the Documentation, and (B) any media on which any part of the System or Deliverables is installed is delivered will be free from material defects in design, workmanship and materials. Blue Badger undertakes to repair, fix, and/or replace any part of the System or Deliverables that fails to comply with the present subsection during the Warranty Period, including correcting and fixing of bugs, the whole within a reasonable time delay following reception of a written notice by Client detailing the alleged failure. Such Warranty shall not apply to:
- i. Any issue or deficiency in the System or any Deliverable attributable directly to a Third Party-Material;
 - ii. Modifications, including hardware and software modifications, made to the System and Deliverables, including Third-Party Materials incorporated into the Deliverables, by any person other than Blue Badger or an individual working under the authority of Blue Badger;
 - iii. Infection of the System and Deliverables, including Third-Party Materials incorporated into the Deliverables, by a computer virus affecting the proper functioning of said System and Deliverables;
 - iv. Illegal or unauthorized appropriation, modification, loss or destruction, in whole or in part, of any files, software components or graphic elements from the folder related to the System and Deliverables, including Third-Party Materials incorporated into the Deliverables;
 - v. Loss or destruction of online traffic statistics for the website;
 - vi. Illegal or unauthorized breach by any third party into the System and Deliverables, including Third-Party Materials incorporated into the Deliverables;
 - vii. Temporary congestion of bandwidth;
 - viii. Interruption of Internet connection due to a cause beyond Blue Badger’s control.

5.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BOTH PARTIES DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE DELIVERABLES, INCLUDING, IMPLIED CONDITIONS OR WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY.

6.1 Limitation. Except for liabilities arising out of the indemnities contained in the present Section hereinbelow or Client’s breach of Blue Badger Intellectual Property or confidentiality, in which

case the present limitation shall not apply, each Party's liability for a claim of any nature arising out of this Agreement, regardless of whether the claim is based in contract, tort, strict liability, or otherwise, shall not exceed the fees paid by Client to Blue Badger pursuant to this Agreement.

6.2 Disclaimer of Liabilities. EXCEPT FOR LIABILITIES ARISING OUT OF (A) A PARTY'S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT, (B) A BREACH OF BLUE BADGER' INTELLECTUAL PROPERTY OR CONFIDENTIALITY RIGHTS, OR (C) THE PARTIES' MUTUAL INDEMNITIES CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF.

7. INDEMNITIES.

7.1 Mutual Indemnity. The parties shall indemnify, defend and hold each other, their parents, subsidiaries, affiliates, officers, directors, employees, representatives, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents harmless from and against all claims, actions, liabilities, damages, losses, judgments, fines, penalties, costs and expenses, including attorneys' fees, in each case that are brought by third parties and arising out of any actual or alleged death of or bodily injury to any person, or loss or damage to any real or tangible personal property claimed to result in whole or in part, due to the negligence or willful misconduct of the indemnifying party's employees or agents in the performance or receipt of the Services or while on the other party's premises. The parties waive any immunity they might enjoy under state workers compensation laws to the extent those laws might be raised as a defense in any indemnification claim under this section.

7.2 Blue Badger' Intellectual Property Indemnity. Blue Badger shall indemnify, defend and hold Client, its parents, subsidiaries, affiliates, officers, directors, employees, representatives, and agents harmless from and against all claims, actions, liabilities, damages, losses, judgments, fines, penalties, costs and expenses, including attorneys' fees, in each case that are brought by third parties and arising out of any actual or alleged infringement, misappropriation or other violation of the Intellectual Property Rights of any third party by the Blue Badger System and/or the Deliverables or Services, including any Third-Party Materials incorporated into the Deliverables, provided by Blue Badger. If the Blue Badger System or any Deliverable is held to be infringing, Blue Badger shall at its expense (a) procure the right for Client to continue using it, (b) replace it with a non-infringing equivalent, or (c) modify it to make it non-infringing. If none of these alternatives is commercially reasonable, Blue Badger shall direct the return of the System and Deliverable.

7.3 Indemnity Process. In the event of an indemnified claim under the present Section, the parties shall comply with the following: (a) the indemnified party shall provide to the indemnifying party written notice of any such claim within fifteen (15) business days after indemnified party's receipt of notice of such claim, provided, however, that failure to provide notification of a claim shall only mitigate the indemnifying party's obligations under the present Section to the extent the indemnifying party is disadvantaged by such delay; (b) the indemnified party shall grant to the indemnifying party, and the indemnifying party will have, the exclusive right to defend any such claim and make settlements thereof at the indemnifying party's own discretion; (c) the indemnified party shall not settle or compromise such claim, except with prior written consent of the indemnifying party; and (d) the indemnified party shall give, at the indemnifying party's expense, such assistance and information as the indemnifying party may reasonably require to settle or oppose such claims. The indemnified party may, however, participate in the defense or settlement of such claim at its own expense and with its own choice of counsel.

7.4 Exclusions. Blue Badger will not indemnify Client, however, to the extent the claim of infringement is caused by: (a) Client's modification of the System or Deliverable without the permission or assistance of Blue Badger where the infringement would not have occurred but for such modification, (b) Client's failure to use corrections or enhancements made available by Blue Badger within a reasonable period of time, provided that Blue Badger advises Client that its failure to use such corrections or enhancements could result in a claim of infringement and provides a reasonable period of time for Client to implement such corrections or enhancements; or (c) Client's use of the Deliverable in combination with any hardware, software or other products or services not supplied or approved by Blue Badger or specified in this Agreement or any S.O.W. or reasonably anticipated to be used, in a manner that causes the infringement.

The present Section shall not be construed to make Blue Badger responsible for any loss, damage, liability or expense to the extent resulting from the actions or omissions of third parties, or from injuries to third parties or damage to property to the extent caused by the negligence of Client or its agents or employees.

8. CONFIDENTIALITY.

8.1 General. The party receiving Confidential Information (the "**Receiving Party**") may use Confidential Information of the discloser of such information (the "**Discloser**"): (i) to exercise its rights and perform its obligations under this Agreement; or (ii) in connection with the parties' ongoing business relationship. Receiving Party will not use any Confidential Information of the Discloser for any purpose not expressly permitted by this Agreement. Each party agrees to hold the Confidential Information of the other party in confidence and not to disclose such Confidential Information to any third party, without the prior written consent of the other party. Each party shall, however, be permitted to disclose relevant aspects of such Confidential Information only to its officers, employees and contractors on a need-to-know basis for purposes of this Agreement, provided that it has undertaken to protect the Confidential Information to the same extent as required under this Agreement, including enforcement of a duty of confidentiality no less restrictive than Receiving Party's obligations hereunder. Receiving Party will protect discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Receiving Party protects its own confidential or proprietary information of a similar nature but with no less than reasonable care. The Receiving Party shall take prompt action upon learning of any unauthorized use or disclosure of Discloser's Confidential Information, including notice to Discloser unless that Receiving Party is prohibited by law from providing such notice.

8.2 Exceptions. The obligations set forth in the present Section do not apply if and to the extent the Receiving Party establishes that:

- (a) the information disclosed to the Receiving Party was already known to the Receiving Party, without obligation to keep it confidential;
- (b) the Receiving Party received the information in good faith from a third party lawfully in possession thereof without obligation to keep such information confidential;
- (c) the information was publicly known at the time of its receipt by the Receiving Party or has become publicly known other than by a breach of this Agreement; or
- (d) the information is or was independently developed by the Receiving Party without use of the other party's Confidential Information;

provided that, in the case of (a) through (d) above, such circumstances are demonstrated with written evidence thereof. The foregoing exceptions do not apply to Personal Information. In addition, Receiving Party will be allowed to disclose Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party will use reasonable efforts under the circumstances to notify Discloser promptly and in writing of such requirements so as to provide Discloser the opportunity to obtain such protective orders or other relief as the compelling court or other entity may grant and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.3 Permitted Disclosure. Notwithstanding anything to the contrary herein, neither party shall disclose the terms and conditions of the Agreement to any third party, without the prior written consent of the other party, except: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of the Agreement or rights under the Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

8.4 Handling Upon Termination. Upon termination of this Agreement and at the request of Discloser, the Receiving Party shall return, or if requested by Discloser, destroy, any Confidential Information in the Receiving Party's possession or control and certify in writing to Discloser that the Receiving Party has fully complied with these requirements. Destruction of Personal Information means securely deleting all such information and all copies of it from Client's system. If Personal Information is in a database, Client will execute a delete command, and will not use any soft deletes such as an indicator set to a particular value. If Personal Information is in a file, the file and all copies of the file will be deleted from the storage media. Client shall record what, when and how the data in question was disposed of. Notwithstanding the foregoing, the Receiving Party may keep one copy of all of Discloser's Confidential Information to the extent required (i) to comply with applicable laws and regulations and (ii) to exercise any rights that survive termination of this Agreement.

9. TERM AND TERMINATION.

9.1 Term. The term of this Agreement is from its Effective Date until the completion or termination of any S.O.W. then in effect (the "Term"). Prior to the expiration of the Term, the Parties may mutually agree to extend the term of this Agreement.

9.2 License Term. The License Term for the System and/or any Element licensed by Blue Badger pursuant to this Agreement will be perpetual unless otherwise expressly specified otherwise in an applicable S.O.W.

9.3 Termination For Default. Either party may terminate this Agreement due to default by the other party (the "**Defaulting Party**") by written notice to the Defaulting Party if the Defaulting Party defaults in the performance of, or fails to perform, any of the material obligations of this Agreement, and such default is not remedied within thirty (30) days after written notice from the non-defaulting party ("**Default Notice**"), then the non-defaulting party shall have the right (a) to terminate this Agreement by giving written notice to the Defaulting Party and/or (b) to avail itself of any and all other rights and remedies to which it may be entitled by law or equity.

9.4 Termination for Insolvency. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) terminates or suspends its

business; (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority; or (c) becomes subject to any bankruptcy or insolvency proceeding. In the event that any of the above events occurs, that party shall immediately notify the other party of its occurrence in writing

9.5 Effect of Termination. The following shall occur upon the termination of this Agreement and all S.O.W.s, by either Party, or its expiration: (a) Client shall return to Blue Badger all papers, materials and other property held by it in connection with the performance of this Agreement; (b) Blue Badger shall be paid for any unpaid and accepted Deliverables up to the date of termination (based on an hourly rate, or, for fixed fee S.O.W.s (if applicable), on a pro rata basis.

10. DISPUTE RESOLUTION. All claims and disputes that are between Client and Blue Badger or either's subsidiaries, parents, affiliates, officers, directors and/or employees, and arise out of or relate to this Agreement or its subject matter, interpretation, performance or enforcement, (including any tort or statutory claim) ("Dispute") shall be arbitrated in English by a sole arbitrator in Montreal, Quebec, in accordance with the Canadian Arbitration Association (the "CAA Rules") and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. All documents and information relevant to the Dispute in the possession of any party shall be made available to the other party not later than sixty (60) days after the demand for arbitration is served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The hearing may not exceed two days. The award shall be rendered within ninety (90) days of the demand. The parties have included these time limits to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause permit reasonable extensions which shall not affect the validity of the award. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive, exemplary, treble, or other enhanced damages. To the fullest extent permitted by applicable law, no arbitration described herein shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise. In the case of contradiction between the provisions of the present Section and the CAA Rules, the present Section shall prevail. The limitations on remedies described above may be deemed ineffective to the extent necessary to preserve the enforceability of the agreement to arbitrate. If any provision of this agreement to arbitrate is held invalid or unenforceable, it shall be so held to the minimum extent required by law and all other provisions shall remain valid and enforceable.

11. GENERAL PROVISIONS.

11.1 Export Control. Each party will retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services or products to third parties.

11.2 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and nothing in this Agreement will be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

11.3 Assignment. Client shall not assign this Agreement or delegate any duties under this Agreement without the prior written consent of Blue Badger which may be granted or withheld in Blue Badger's sole and absolute discretion. Any assignment does not relieve the Client of its obligations under this Agreement or any S.O.W. or license. Any attempt to assign this Agreement or any rights or obligations hereunder in breach of the present Section will be void and of no effect.

11.4 Notices. Unless otherwise agreed by the parties, all notices required under this Agreement will be deemed effective when received and made in writing by either (a) personal delivery, (b) internationally recognized courier, or (c) certified mail, return receipt requested, at the addresses specified in the S.O.W.

11.5 Injunctive Relief. It is understood and agreed by each of the parties that a breach of certain provisions of this Agreement by the other party may cause irreparable damage for which recovery of monetary damages would be inadequate and that the non-breaching party may seek injunctive relief or other equitable relief to protect its Confidential Information and Intellectual Property Rights under this Agreement, in addition to any and all remedies available at law.

11.6 Venue, Jurisdiction, Applicable Law. Client hereby consents to the personal jurisdiction and venue of the provincial and federal courts located in Quebec, Canada, for any court action or proceeding. This Agreement shall be construed under the laws of the Province of Quebec without regard to its conflicts of laws principles. The parties hereby acknowledge and agree that the following provisions shall not apply to this Agreement and each party hereby waives any and all rights arising under these provisions: (i) the United Nations Convention on Contracts for the International Sales of Goods; and (ii) the Uniform Computer Information Transactions Act ("UCITA") to the extent enacted in any state having jurisdiction over this Agreement.

11.7 Costs and Attorneys' Fees. If any action is required to enforce, construe or interpret this Agreement or any provision contained herein, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

11.8 Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, (a) the remaining terms and provisions of this Agreement will be unimpaired, and (b) the invalid term or provision will be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

11.9 No Waiver; Amendments. This Agreement may not be amended except by a subsequently dated written instrument signed on behalf of both parties by a duly authorized person provided. No waiver by either party of any breach or default by the other under this Agreement shall be construed as a waiver of the same or any subsequent breach or default, nor shall any delay or omission to seek a remedy or exercise a right be construed as a waiver by a party of its right or remedies with respect to such breach or default.

11.10 Independent Contractor. In performing its obligations hereunder, Blue Badger shall act in the capacity of an independent contractor and not as an employee or agent of Client. Blue Badger acknowledges that as an independent contractor, neither it nor any of its employees or contractors will be eligible for any Client employee benefits, including, but not limited to, vacation, medical, dental, or pension benefits. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

11.11 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of third-party strikes, riots, insurrection, fires, flood, storm, explosions, acts of terrorism, acts of God, war, earthquakes, or any other causes that are beyond the reasonable control of such party. The party claiming force majeure shall give immediate written notice of the event, and again upon termination of the event.

11.12 Non-Hiring. Both parties agree that, during the term hereof and for a period of one year following completion or termination of this Agreement, neither party will knowingly employ, make an offer of employment to, or solicit an employee, former employee or agent of the other party who is known to be involved in this Agreement and the execution of the Services hereunder, without the prior written consent of the other party.

11.13 Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute any part of this Agreement.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same agreement. This Agreement may be executed by facsimile, which shall be deemed an original.

11.15 Entire Agreement. This Agreement, together with its Exhibits, where applicable, and any additional S.O.W.'s, which are incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede in all respects all prior or contemporaneous proposals, negotiations, conversations, discussions and agreements between the parties concerning the Deliverables, including any shrink wrap or click wrap agreements.

Blue Badger and Client have agreed to the terms of the present MLST as of the date of signature of the S.O.W. referenced herewith.