

Software Licence Purchase Agreement

The Terms within the Software Licence Purchase Agreement (this "**Agreement**") are applicable to the details defined within Exhibit A ("Software Terms") and Exhibit B (Services Schedule - if applicable) entered into with **WHITE TUQUE INC.** (the "**Company**") which explicitly references these terms and conditions. When used herein, the term "**Purchaser**" refers to the organization entering into the SOW with **White Tuque Inc.** ("**Company**"). Company and Purchaser may be referred to herein collectively as the "**Parties**" or individually as a "**Party**".

1. Definitions.
 - a. "**Component**" means a component or portion of the Software as described in Exhibit A.
 - b. "**Component Term**" means the term of the license for each Component of the Software as set forth in Exhibit A hereto.
 - c. "**Documentation**" means the Master Licensor or Company's user manuals, handbooks, and installation guides relating to the Software provided to Purchaser either electronically or in hard copy form, including, but not limited to the Master Cloud Service Agreement.
 - d. "**Master Cloud Service Agreement**" means the agreement to be entered into by and between the Purchaser and the Master Licensor with respect to the license of the Software hereunder.
 - e. "**Master Licensor**" means Qualys Canada Inc.
 - f. "**Software**" means the product(s) described in Exhibit A.
2. Licence Purchase. Subject to the terms of this Agreement and the acceptance of the Master Licensor of its terms, the Company will cause the Master Licensor to grant a licence to use each Component of the Software during the relevant Component Term solely for Purchaser's internal business purposes. The Purchaser agrees that the Documentation, including but not limited to the Master Cloud Service Agreement, governs its use of the Software hereunder and forms an integral part of this Agreement.
3. Purchaser Responsibilities. Purchaser is responsible and liable for all access to and uses of the Software and Documentation by Purchaser, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Purchaser acknowledges and agrees that the Software is being provided to it by the Master Licensor directly and that the Company has no responsibility or liability whatsoever for any matter relating to the provision of the Software by the Master Licensor except with respect to its obligation to make payment of the applicable fees for the Software to the Master Licensor on behalf of the Purchaser.
4. Professional Services. Company will provide professional services as more particularly described in and subject to the terms of Exhibit B hereto.
5. Fees and Payment.
 - a. Fees. Purchaser shall pay Company the fees ("**Fees**") set forth in Exhibit A without offset or deduction. Purchaser shall make all payments hereunder in Canadian dollars, unless agreed to otherwise within Exhibit A, on or before the due date set forth in Exhibit A. If Purchaser fails to make any payment when due, in addition to all other remedies that may be available: (i) Company may charge interest on the past due amount at the rate of eighteen percent (18%) calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) Purchaser shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) Company or Master Licensor may prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Purchaser or any other person by reason of such prohibition of access to the Software.

- b. Taxes. All Fees and other amounts payable by Purchaser under this Agreement are exclusive of taxes and similar assessments. Purchaser is responsible for all goods and services, harmonized sale, sale, service, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial or territorial governmental or regulatory authority on any amounts payable by Purchaser hereunder, other than any taxes imposed on Company's income.
 - c. Usage Limits. The license for the Software granted hereunder will be subject to any usage limits described in Exhibit A, set forth in the Master Cloud Service Agreement, or as otherwise communicated by Master Licensor. In the event that the Purchaser exceeds such usage limits, the Company reserves the right to (i) require that the Purchaser pay the difference between the Fees payable hereunder and the fees which would have been payable if the Purchaser had purchased the license type which would allow for such usage levels on account of the period during which such overages occurred; and/or (ii) increase the Fees for the Software for any subsequent Renewal Term to the level of the fees payable for the license type then available which would allow for the usage levels which occurred during the previous Term.
 - d. Increase of Fees. Purchaser acknowledges that the Master Licensor may increase the fees payable for the Software from time to time and that, as such, the Fees payable hereunder with respect to a Renewal Term may be modified accordingly by the Company on 60 days' notice to the Purchaser prior to the commencement of such Renewal Term.
6. Term and Termination.
- a. Agreement Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the expiration of the last Component Term hereunder (the "**Term**").
 - b. Software Term. Each Component Term will automatically renew for additional successive terms equal to the length of the initial Component Term or for the length of the renewal term set forth in Exhibit A, unless this Agreement is earlier terminated or either Party gives the other Party written notice of non-renewal with respect to such Component at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").
 - c. Termination. In addition to any other express termination right set forth in this Agreement:
 - i. Company may terminate this Agreement or any Component Term, effective on written notice to Purchaser, if Purchaser: (A) fails to pay any amount when due hereunder; or (B) breaches any of its obligations under this Agreement;
 - ii. either Party may terminate this Agreement or any Component Term, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - iii. either Party may terminate this Agreement or any Component Term, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar

agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- d. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the licence granted hereunder will also terminate and the Purchaser's access to the Software shall cease. Additionally, the Purchaser shall delete, destroy, or return all copies of the Software and Documentation in its possession, to the extent applicable. No expiration or termination will affect Purchaser's obligation to pay all Fees that may have become due before such expiration or termination or entitle Purchaser to any refund.
- e. Survival. This Section 6(a) and Section 1 (Definitions), Section 5 (Fees and Payment), and Section 7 (Miscellaneous) survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement except as specifically set forth herein.

7. Miscellaneous.

- a. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference (which shall specifically include the Master Cloud Service Agreement, the Services Agreement or Existing Agreement Amendment as described in Exhibit B, and all related Exhibits), constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- b. Force Majeure. In no event shall Company be liable to Purchaser, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Company's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (each, a "**Force Majeure Event**").
- c. Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- d. Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- e. Governing Law. This Agreement and all exhibits and schedules attached hereto and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments and appendices attached to this Agreement, the services provided hereunder,

and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding.

- f. Assignment. Purchaser may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Company. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- g. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.