



PRODUCTS AND SERVICES AGREEMENT – PRESSREADER INC.

[Effective 2021-09-21]

1. DEFINITIONS

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

- (a) "**Agreement**" means this Products and Services Agreement, including any schedule or annexure to it or any document in agreed form, including an associated Order Form;
- (b) "**Client**" means the entity placing the order which provides authorized access to the Service to, as applicable, its members, end users, patrons, guests, passengers ("**Users**"), on-site and off-site as per the agreed Order Form;
- (c) "**Confidential Information**" means any information concerning the business, affairs, customers, clients or suppliers of the other Party including the existence of any discussions or negotiations between the parties and the contents of this Agreement and includes documents or parts of documents and all other information prepared or generated from such information.
- (d) "**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;
- (e) "**Intellectual Property Rights**" means any copyright, extended or revived copyright, design right, registered design right, patent, trademark, 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, trademark, registered design or similar registrable rights in any part of the world;
- (f) "**PressReader Products and Services**" means all products and services provided to Client and its Users by PressReader and more specifically outlined in the agreed Order Form. The PressReader Products and Services may, if specified on the Order Form, include PressReader HotSpot, a service, designed for a specific vertical market, operated by PressReader specifically for non-individual users, consumers, and which includes a PressReader mobile app and/or PressReader for PC software. PressReader HotSpot operates in conjunction with the subscription to the applicable service, which may allow for downloading, viewing of, interacting with and printing of certain Publications;
- (g) "**Order Form**" means the form provided by PressReader to the Client to place orders for PressReader Products and Services, which includes, inter alia, the Client's information, account details (start date, number of user accounts requested, billing and other information), and authorized personnel signature. Submission of the Order Form by the Client confirms acceptance of all terms of use in place for the service, as well as this Agreement;
- (h) "**Parties**" means PressReader and the Client and "**Party**" means any of them;
- (i) "**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;
- (j) "**PressReader**" means PressReader Inc., located at 200-13111 Vanier Place, Richmond BC Canada, V6V 2J1;
- (k) "**Publications**" means newspapers, magazines and other published media, offered on PressReader Products and Services in

a digitally printed and non-printed format;

(l) "**Third Party**" means any party apart from PressReader and the Client.

2. RESPONSIBILITIES OF CLIENT

2.1 The 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. The Client will not use the PressReader Products and Services in jurisdictions where prohibited by applicable law.

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

2.3 The Client undertakes to share with PressReader any non-confidential User survey data and User feedback received, where the Parties have agreed to conduct such surveys or solicit feedback. The Parties will co-operate in the construction of any agreed survey in order to compile a full picture of the usage and usability of the PressReader Products and Services.

3. PRICE

3.1 PressReader will provide the Client with the ordered and accepted number of licensed user accounts for the PressReader Products and Services, for the 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 the responsibility of the Client and are in addition to fees stated.

3.2 At time of commencement of this Agreement, the PressReader Products and Services includes those features listed in the Service Package section of the Order Form. 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 or another period in accordance with the dates listed in the agreed Order Form ("**Initial Term**"). After the Initial Term, this Agreement will automatically renew for consecutive terms, each for a period of one (1) calendar year ("**Subsequent Terms**"), unless otherwise specified in the agreed Order Form. Either Party may provide written notice of non-renewal to the other Party, thirty (30) days prior to the end of the Initial Term or any Subsequent Term (the Initial Term and the Subsequent Terms or any part thereof collectively being called the "**Term**").

4.2 Termination for Convenience

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

4.3 Termination for Other Reasons

Subject to the timeframes set out below, this Agreement may be terminated 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. 8.4, 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 licenses granted under this Agreement by either Party shall terminate immediately.

4.5 Survival

The terms of sections 4.4, 4.5, 5, 6, 7.1, 7.2, 7.3, 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

5.1 Payment

The fees payable by one Party to the other Party are payable in the currency of the invoice provided by or on behalf of PressReader within 30 (thirty) days from receipt by the Client of an invoice therefor, sent by email or as otherwise agreed by the Parties. Any overdue amounts payable under this Agreement will bear interest charged from the due date until the date of payment (including after any judgment has been obtained) at the rate of 4% per annum above the base lending rate of the Bank of Canada for the time being.

5.2 VAT and Sales Tax

All amounts referred to in this Agreement are exclusive of value added tax ("VAT") or other applicable sales tax which, where chargeable by PressReader, shall be payable by Client at the rate and in the manner prescribed by law. They are also exclusive of any other applicable taxes, duties, imposts, levies and governmental charges of any kind (except for taxes exclusively attributable to PressReader's income), which Client shall be additionally liable to pay to PressReader.

6. REPRESENTATIONS AND WARRANTIES

6.1 General

Each Party warrants and represents that it is a company, duly organized, 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 INDIRECT, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRESSREADER 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

- (a) 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 authorized 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.
- (b) 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.
- (c) The Client agrees to hold in strict confidence information pertaining to the price and terms of this Agreement. Notwithstanding the restrictions set forth in clauses 7.1(a) and (b) of the Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent the disclosure is required by applicable law, or a valid order or direction of a court, tribunal, governmental body or institution of competent jurisdiction and authority, provided that before making the disclosure, the Receiving Party gives notice to the Disclosing Party of said potential disclosure.

7.2 Intellectual Property and Ownership

PressReader Products and Services contain copyrighted material, trademarks and other proprietary information. Without limiting the scope of PressReader's intellectual property rights, the 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 trademarks used in connection with the PressReader Products and Services. Publications available with the PressReader Products and Services are the subject of licensing agreements between PressReader and Third Parties, including the original publishers, 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 that licensing agreement, nor may the Publications be commercially exploited by the Client. PressReader does not grant the Client any licenses, either express or implied, to the intellectual property of PressReader or PressReader's

publishing partners, except as expressly authorized in this Agreement.

7.3 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 the Client or any Third Party's 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.

7.4 Trademark License

- (a) The Parties grant to each other a non-exclusive, non-sub-licensable, royalty-free license to use their respective names, the names of a Party's products or services and their associated logos ("**Marks**") subject to the reasonable instructions of the granting Party in its use of the Marks and solely for the purposes of this Agreement, on the following terms:
 - (i) The Client acknowledges that PressReader may require such licence of Client's Trade Marks in order to provide the PressReader Products and Services to the Client and its Users;
 - (ii) Each Party shall not use any name or trademark confusingly similar to the Mark;
 - (iii) The Client shall not use the PressReader Marks in connection with any services or products other than the PressReader Products and Services;
 - (iv) Each Party acknowledges that, save as set out in this Agreement, its use of the granting Party's Marks under this Agreement will not directly or indirectly create for it any right, title or interest therein; and
 - (v) Neither Party shall undertake any action that interferes with or diminishes the granting Party's right, title or interest in the granting Party's Marks.
- (b) Following any reasonable request by the granting Party, the other Party shall promptly provide a copy to the granting Party of any written communication and a transcript of any oral communication in which the granting party's Mark is used.
- (c) The granting Party may inform the other party of any deficiency or irregularity in the materials provided insofar as that deficiency or irregularity could reasonably otherwise be detrimental to the reputation of the granting Party. Without prejudice to the granting Party's rights or remedies, the other Party shall, as soon as reasonably practicable, correct any such deficiency or irregularity.

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 authorized 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 Data Protection

Each Party acknowledges that, if they receive any personal data from the other Party, they will be a data controller (where "personal data" and "data controller" are terms defined under the General Data Protection Regulation 2016/679), and agrees that they will treat such personal data in compliance with the applicable data protection legislation, regulations and codes of

conduct.

8.3 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 registered post addressed to the recipient or to such other address or individual 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 registered post, it shall be deemed delivered upon confirmation of such delivery to the designated party supplied by the entity making such delivery.

8.4 Force Majeure

Neither the Client nor PressReader shall be considered in default or liable under this Agreement in cases of delays due to Force Majeure. 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.

8.5 Compliance with Law

- (a) 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.
- (b) Each Party shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption and maintain its own policies and procedures in this respect. Each Party shall promptly report to the other Party any offer, request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Agreement.

8.6 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.

8.7 Variation

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

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 Assignment

The Client may not sell, assign, or transfer their rights or delegate their duties under this Agreement in whole or in part without the prior written consent of PressReader, and any attempted assignment or delegation without PressReader's consent will be void. PressReader may assign this Agreement to a PressReader-affiliated company, without notice to the Client.

8.13 English Language

The Parties hereby expressly declare that they have required that this Agreement and all annexes, documents or notes relating to it will be drawn up in English. Les parties aux présentes déclarent expressément qu'elles ont exigé que la présente convention et tous les annexes, document ou avis qui y sont afférents soient rédigés en langue anglaise.