

Firm Central Subscriber Licence

FIRM CENTRAL SOLUTIONS SUBSCRIBER Licence (the "Subscriber Licence") entered into between Carswell division of Thomson Reuters Canada Limited ("Carswell"), and "Subscriber", as set forth on the Carswell Order Form ("Order Form") and regarding Carswell's Firm Central product, as follows:

1. Designation of Products. The terms and conditions of this Subscriber Licence are applicable to the Firm Central product ("Firm Central"). Subscriber is licensing Firm Central by submitting an Order Form. In the event of a conflict between the terms and conditions in paragraphs 1 through 13.1 of this Subscriber Licence and the terms and conditions of the Order Form, the terms and conditions of the Order Form shall control.

2. License.

2.1. Grant. Carswell grants Subscriber a non-exclusive, non-transferable, limited license to use at its licensed site(s) identified in the Order Form, Firm Central listed in the Order Form ("Software") in Subscriber's normal course of business. In addition, Subscriber's personnel who work at or are assigned to the licensed site may use the Software on personal computers or laptops located off-site. The Software is protected by copyright and various international patent applications.

2.2. Other Restrictions. Subscriber may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer the Software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. Subscriber may not reproduce all or any portion of the Software (except as expressly permitted in this Subscriber Licence) or any accompanying user documentation ("Documentation"), or modify, translate or otherwise create derivative works of the Software. Subscriber agrees to notify its employees and agents who may have access to Software of the restrictions contained in this Subscriber Licence and to ensure their compliance with these restrictions.

3. Subscriber Content. Subscriber grants Carswell a worldwide right to use, host, store, service, reproduce, modify, create derivative works, communicate, and publish all content uploaded to the Software by Subscriber only as is necessary for Carswell to perform its duties under this Agreement (as defined below). Carswell agrees that all Subscriber uploaded content and documents ("Subscriber Content") is provided to Carswell by Subscriber solely to enable Carswell to provide services, including accessing and viewing Subscriber Content as directed by Subscriber or Subscriber's users (using Subscriber's passwords as needed) in order to provide research assistance and/or technical support, to Subscriber and that Subscriber Content will only be used for that purpose and will only be accessed by those Carswell employees, affiliates and contributors who have a need to access Subscriber Content in order to provide the services. Subscriber shall retain all title and ownership of any intellectual property rights it holds in Subscriber Content. Subscriber is responsible for ensuring that it has all of the necessary rights in any Subscriber Content and that all Subscriber Content does not infringe on the rights of any copyright owners, violate any applicable laws or violate the terms of any license or agreement. As provided by any applicable law, Carswell reserves the right to delete or disable any Subscriber Content alleged to infringe on the intellectual property rights of any third party.

4. Other Licenses. If provided and allowed by Carswell, the Software may be used to access and use various Carswell products and services, other than Firm Central. All access to and use of such additional Carswell services by means of the Software, including any charges for such access and use, will be governed by the terms of the additional subscriber licence entered into by the parties related to such additional services.

5. Title. Subscriber hereby acknowledges and agrees that all right, title and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in Carswell and other software owners, if any, and Subscriber shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Subscriber covenants and agrees that it shall make no use of the Software, the Documentation or any other related materials without Carswell's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of Carswell.

6. Confidential Information.

6.1 Carswell acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as confidential that are provided to Carswell by Subscriber during the term of this Subscriber Licence ("Subscriber Confidential Information") are valuable assets of Subscriber. Carswell will take reasonable steps to ensure that the Subscriber Confidential Information is not used or disclosed except as expressly permitted by this Subscriber Licence. Carswell will not permit any unaffiliated third party access to, in any manner, the Subscriber Confidential Information, except as provided in this Subscriber Licence. Subscriber Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software.

6.2 Subscriber acknowledges and agrees that the Software constitutes a valuable proprietary product of Carswell and that the Software, together with the terms of this Subscriber Licence, shall be referred to as the "Carswell Confidential Information." Subscriber will take reasonable steps to ensure that the Carswell Confidential Information is not used or disclosed except as expressly permitted by this Subscriber Licence. Subscriber will not permit any third party access to, in any manner, the Carswell Confidential Information, except as provided in this Subscriber Licence. Subscriber may permit its independent contractors access to the Carswell Confidential Information to the extent necessary for such contractor's provision of services to Subscriber if such contractor executes a confidentiality agreement with Subscriber or Carswell which prohibits the contractor from using or disclosing the Carswell Confidential Information; provided, however, that such independent contractors may not include any Competitor. A "Competitor" shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the Carswell software implemented by Subscriber.

6.3 Each party represents to the other party that its personnel have undertaken general obligations of nondisclosure with regard to proprietary and Confidential Information to which they have access during the course of their relationship with such party that are no less restrictive than those imposed hereunder.

6.4 Both parties agree to use reasonable efforts to provide the other party with notice, if a party becomes legally compelled to disclose the Confidential Information and Personal Information of the other party. For purposes of this Subscriber Licence, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. If a protective order or remedy is not available in time, the obligation of confidentiality shall be waived to the extent necessary to comply with the law and the receiving party will furnish only that portion of the Confidential Information and personal information which is legally required.

7. Charges and Modification of Charges. Charges payable for access to Firm Central ("Charges") will be as stated on the Order Form or as otherwise agreed upon in writing by the parties. Charges shall commence on the date Carswell process Subscriber's Order. Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order Form. Firm Central charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Modification of any charges shall not be considered as an amendment to this Subscriber Licence that permits termination of this Subscriber Licence pursuant to paragraph 10.1 (i) herein. All charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent such as HST, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Electronic storage fees will be allocated equally across all locations that have subscribed to the Practice Solution products and will be taxed according to this allocation. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

8. DISCLAIMER OF WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY.

8.1 Carswell warrants that for the period ending ninety (90) days after the first date that Subscriber commences production use of the Software the Software will substantially conform to the Documentation (available at www.carswell.com). THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER LICENCE, ANY APPLICABLE SCHEDULE OR LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, MISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND CARSWELL'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS SUBSCRIBER LICENCE, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SOFTWARE WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL CARSWELL AND/OR ITS AFFILIATES BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS SUBSCRIBER LICENCE OR USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF CARSWELL, ITS AFFILIATES OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER CARSWELL NOR ITS AFFILIATES OR CONTRIBUTORS MAKE ANY WARRANTY OR CONDITION THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Subscriber may not be capable of supporting the Software.

8.2 Exclusive Remedies. The remedies in paragraphs 9.1 (Infringement Claims), and 10 (Term and Termination), are Subscriber's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of Carswell for damages (except for bodily injury) arising out of, relating to, or in connection with this Subscriber Licence, including, but not limited to, the licensing, delivery, installation, use or performance of the Software or the integration of the Software with other software or hardware.

9. Indemnification.

9.1 Infringement Claims. At its sole expense, Carswell shall defend, indemnify and hold Subscriber harmless from copyright, trade secret and Canadian patent infringement claims based upon the Software in the form delivered by Carswell, including paying any judgment, attorney fees, costs and expenses associated with such claim.

9.2 Without limiting its obligations under paragraph 9.1, in the event a claim of infringement or misappropriation is made against Carswell or Subscriber with respect to the Software, Carswell, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software:

- i) substitute fully equivalent non-infringing software; or
- ii) modify the Software so that it no longer infringes but remains functionally equivalent.

If, as a result of such claim, Subscriber or Carswell is permanently enjoined from using the Software by a final, non-appealable decree from a court of competent jurisdiction, Carswell will take one or both of the actions set forth in (i) and (ii) above or will obtain for Subscriber at Carswell's expense the right to continue to use the Software.

9.3 Carswell's obligation to indemnify Subscriber pursuant to this paragraph 9 is contingent upon Carswell being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Subscriber shall have the right to

participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Subscriber shall not settle any such claim or action without Carswell's prior written consent.

9.4 This paragraph 9 contains Carswell's entire indemnification obligation and the exclusive remedies of Subscriber with regard to any claimed infringement arising out of or based upon the Software used by Subscriber.

10. Term and Termination.

10.1(a) Subject initially to termination rights as set out in paragraph 10.1(b) herein, and also subject to any other termination rights in the Order Form and as set out below, this Subscriber Licence and each Order Form may not be terminated prior to a Minimum Term of one year after the date Carswell processes this Subscriber Licence and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form or Exhibit, this Subscriber Licence may not be terminated prior to the expiration of such Minimum Term. Both at the beginning of the initial Term, and upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Subscriber Licence as set out in the Order Form. Notwithstanding the foregoing, (i) Subscriber may terminate this Subscriber Licence immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraph 11.1), which contains new terms that materially alter the terms of this Subscriber Licence and are unacceptable to Subscriber; (ii) Carswell may terminate this Subscriber Licence immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to Carswell under any other agreement between the parties; (iii) Carswell may terminate this Subscriber Licence immediately upon giving written notice of termination to Subscriber if Carswell reasonably believes that Subscriber's use of the Software violates any applicable law or regulation, this Subscriber Licence or may result in a risk to public safety, including but not limited to the safety of private individuals; and (iv) either party may terminate this Subscriber Licence immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Licence. Upon any termination of this Subscriber Licence, the Carswell Software licenses shall terminate.

(b) If the Subscriber is not completely satisfied with the Software, the Subscriber may cause the removal of any or all of the Software by requesting such removal within 30 days of the Access Start Date [called the "30-day Money Back Guarantee"] for a full refund or credit. All requests for cancellation must be in writing. In such case, the Access Start Date is the date on which the Subscriber is sent the passwords to access the Software. All requests for Software credit made 31 days or later from the Access Start Date will not be accepted – the Subscriber shall in any such case be responsible for the payment of all invoices until the Minimum Term has expired.

10.2 If this Subscriber Licence terminates, Carswell will provide Subscriber with access to, and the ability to export Subscriber Content for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this Subscriber Licence, Carswell may at its discretion delete Subscriber Content. The terms and conditions of this Subscriber Licence will remain in effect during such 180 days and cover any access to the Software by Subscriber to export Subscriber Content.

11. General Provisions.

11.1 Effect of Agreement. This Subscriber Licence (which includes all applicable Order Forms, any current and future Schedules, license agreements and the like) (collectively, the "Agreement") embodies the entire understanding between the parties with respect to the subject matter of this Subscriber Licence and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Furthermore, this Subscriber Licence supersedes the terms and conditions of any clickthrough agreement associated with the Software. Except as otherwise provided in this Subscriber Licence, Carswell may amend the terms and conditions of this Subscriber Licence by giving Subscriber at least thirty (30) days prior written notice. Any other amendment must be in writing and signed by both parties. Carswell, as used herein, applies to Thomson Reuters Canada Limited, and its affiliates.

11.2 Force Majeure. Carswell shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

11.3 Notices. Except as otherwise provided herein, all notices must be in writing to Carswell at One Corporate Plaza, 2075 Kennedy Road, Toronto ON M1T 3V4, Attention: Customer Service, and to Subscriber at the address set forth on the Order Form.

11.4 Governing Law and Assignment. This Subscriber Licence will be governed by and construed under the law of the province of Ontario, Canada without regard to conflicts of law provisions, and the federal law of Canada applicable therein. The parties agree that the provincial and federal courts sitting in Ontario will have exclusive jurisdiction over any claim arising out of this Subscriber Licence and each party consents to the exclusive jurisdiction of such courts. Neither this Subscriber Licence nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without Carswell's prior written consent. Should any provision of this Subscriber Licence be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Subscriber Licence will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Subscriber Licence are inserted for convenience only and do not constitute a part of the Agreement.

11.5 Limitation of Claims. Except for claims brought by Carswell relating to the Charges or improper use of the Software, no claim, regardless of form, which in any way arises out of the Agreement, may be brought more than one year after the basis for the claim becomes known to the party desiring to assert it.

11.6 Export Laws. The Software and its related Documentation may not be exported or reexported in violation of any Canadian statute and its implementing regulations, or any other applicable laws, rules and regulations. Subscriber shall bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from Canada of the Software to any location so as to be in compliance with all applicable laws, rules and regulations.

11.7 Feedback. Any and all Feedback that Subscriber provides to Carswell shall become the exclusive property of Carswell without any payment, accounting, remuneration, or attribution to Subscriber. "Feedback" means information provided, in any manner, by or on behalf of Subscriber with respect to any feature, Carswell product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.

12. Maintenance and Support.

12.1 Service Level Agreement Attachment A sets forth the details regarding the maintenance and support services offered for Firm Central.

13. External Users

13.1 Access of Subscriber Content by Third Parties. Subscriber may allow third parties access to Subscriber's Content stored within the Software. Prior to being granted access to Subscriber's Content the third party must be invited by Subscriber to view Subscriber Content and must then assent to the terms and conditions covering usage of the Software through another agreement contained within the Software prior to accessing Subscriber's Content. If a third party invited by Subscriber to access Subscriber Content does not assent to the terms and conditions contained within the additional agreement the invited third party will be denied access to Subscriber's Content.

ATTACHMENT A to Firm Central Subscriber Licence – Service Level Agreement for Firm Central

1. Application of Service Level Agreement

1.1. Covered Services. This Service Level Agreement (“SLA”) covers Firm Central.

1.2. Term and Termination. This SLA will take effect from the date Subscriber’s order is processed by Carswell and will apply to the Covered Service only. This SLA shall terminate upon the termination or expiration of this Subscriber Licence.

2. Definitions

2.1. General. Where used in this SLA, unless stated otherwise, capitalized words and phrases shall have the respective meanings set forth herein. All references to paragraphs herein shall be deemed references to this SLA unless stated otherwise.

“**Availability**” shall have the meaning set forth in paragraph 4.1.

“**Covered Services**” means the Carswell products and services as described in paragraph 1.1.

“**Downtime**” means any identifiable and reproducible error, malfunction or defect resulting in the interruption to the Covered Services or that otherwise prevents access to the Covered Services.

“**Error**” means a malfunction of some part of Firm Central of which Carswell has received notification not including third party gateways and Internet connectivity or communication or extraordinary (non-traditional user search requirements) of which Carswell has received notification.

“**Force Majeure**” shall have the meaning set forth in paragraph 7.

“**Measurement Period**” means the relevant calendar month during which a Covered Service is provided.

“**Response Time**” shall have the meaning set forth in paragraph 5.1.

“**Support**” shall have the meaning set forth in paragraph 3.1.

2.2. Other Terms. Capitalized terms used herein without definition in the Glossary, are used as defined in this Subscriber Licence.

3. Support

3.1. (a) Carswell will provide Access Support for a maximum of 7.5 hours, installing the Software, licence codes, mobile access, and other necessities to set-up the Covered Service so that it can function on Subscriber’s computer system and network.

(b) Carswell will provide Data Migration Support, subject to the following:

- i) Subscriber is able to provide a data extract from its current system in .xls or CSV format.
- ii) Data migration content is limited to:
 - o Contacts: Names, Contact Information, and Notes
 - o Clients: Names, Contact Information, and Notes
 - o Matter: Names, Matter Contacts, and Notes
- iii) The Onboarding Team will work with the data file offline and import the results into the Covered Services
- iv) The Onboarding Team will migrate up to 2500 contacts, clients and/or matters. Subscriber will be responsible for the remaining contacts.

(c) At Carswell’s sole discretion, it may either i) provide Access and/or Data Migration Support in excess of the limits stated in 3.1(b)(iv), or ii) provide assistance to Subscriber while Subscriber is importing contacts, clients and/or matters that exceed the 2500 count threshold.

(d) During the term, Carswell will use commercially reasonable efforts to respond and resolve queries related to Covered Services, and Error and Downtime incidents, in the manner set forth herein (“Support”)

General. During the term, Carswell will use commercially reasonable efforts to respond and resolve Covered Services related queries and Error and Downtime incidents, in the manner set forth herein (“Support”).

3.2. Technical Support.

All subscribers have access to a service professional via an 800 telephone number or e-mail address. During the hours listed in section 3.3 a Customer Technical Support Representative is available to answer any Covered Services technical questions.

3.3. Contact Information.

Firm Central – Customer Services

Phone: 1-800-387-5164 – select option 1

E-mail: Carswell.customerrelations@thomsonreuters.com

Hours: 8:30 a.m. – 5:30 p.m. EST, Mon - Fri

Firm Central – Tech Support

Phone: 1-800-387-5164 – select option 2
E-mail: Carswell.techsupport@thomsonreuters.com
Hours: 7:00 a.m. – 11:00 p.m. EST, Mon – Fri; 8:00 a.m. - 8:00 p.m. EST weekends and holidays

Firm Central – Reference Support
Phone: 1-800-387-5164 – select option 3
E-mail: Carswell.reference@thomsonreuters.com
Hours: 8:30 a.m. – 9:30 p.m. EST, Mon - Fri

Firm Central – Training / Learning
Phone: 1-800-387-5164 – select option 3
E-mail: Carswell.learning@thomsonreuters.com
Hours: 8:30 a.m. – 5:00 p.m. EST, Mon - Fri

3.4. Changes in Support Practices. Carswell may modify the terms of this SLA from time to time, to reflect the changes in its support practices, provided that Subscriber is not materially adversely affected by such changes.

4. Availability

4.1. Availability. Carswell agrees to make the Covered Services available a minimum of 99% during each relevant calendar month during which a Covered Service is provided (“Availability”).

5. Response Time

5.1. Response to Subscriber.

Carswell will make commercially reasonable efforts to address Errors and Downtime in a timely fashion. Response time (“Response Time”) means the time period permitted for Carswell to classify the problem or incident according to its severity and nature. After receiving a telephone call from Subscriber, Carswell will open a support ticket and commence a technical assessment of the problem.

In the event Carswell discovers or is notified by Subscriber of the existence of an Error or Downtime, Carswell will take actions reasonably necessary to determine the source of the Error or Downtime. If the problem is caused by a cause not attributable to Carswell, then Carswell will use commercially reasonable efforts to notify the party responsible and cooperate with such party to resolve the problem as soon as reasonably possible. If the source of the Error is within the control of Carswell, then Carswell will make commercially reasonable efforts to resolve the problem as expeditiously as practicable. If a timely resolution to an Error or Downtime cannot be found, Carswell may provide a temporary resolution which will be followed by a permanent resolution as soon as reasonably practicable thereafter.

6. Remedies

6.1. In the event Carswell grossly fails to comply with the terms of this SLA, and such a breach is not cured within 30 days of receipt of notice by Subscriber of an Error or Downtime, Subscriber shall be entitled to terminate this Subscriber Licence by providing Carswell with 30 days written notice. Carswell’s failure to comply with the terms of this SLA shall not be deemed a “breach” under this Subscriber Licence, unless there is a persistent and systematic failure by Carswell to comply with the terms and conditions of this SLA. Subscriber shall provide prior written notice to Carswell of its intention to assert any remedies under this Subscriber Licence, and shall allow Carswell reasonable time to attempt to resolve any issues or concerns the Subscriber may have in connection with this SLA.

7. Force Majeure

7.1. Scope. Any delays in or failure of performance by either party under this Subscriber Licence shall not be considered a breach of this Subscriber Licence if such delay or failure is caused by acts of God, unforeseeable circumstances, acts (including a delay or failure to act) of any governmental authority (de jure or de facto), embargoes, strikes, labor disputes, riots, fire, floods, earthquakes, wars (declared or undeclared) or other military action, terrorism, sabotage, epidemics or other similar caused events beyond the reasonable control of the parties (“Force Majeure”).

7.2. Effect. Neither party shall be liable for any loss or failure to perform its obligations under this Subscriber Licence due to circumstances of Force Majeure. If such circumstances continue for more than three (3) months, either party may cancel any affected Covered Service immediately upon written notice.