



Subscriber Agreement

1. Definitions. In this Subscriber Agreement,

“Agreement” means this Subscriber Agreement and the Blue J Legal Terms of Use, in each case as the same may be amended from time to time in accordance with Section 7 below;

“Blue J Legal” means Blue J Legal Inc.;

“Blue J Legal Terms of Use” means the Terms of Use that are found at www.bluejlegal.com/terms-of-use and that may be modified by Blue J Legal from time to time as specified therein;

“Product” means the Blue J Legal generally commercially available hosted software-as-a-service offering for which the Subscriber has purchased a subscription and includes updates, if any, that Blue J Legal makes available to its customers generally during the Subscription Period as part of their subscription to the Product, but specifically excluding any new products, offerings, functionality or features for which Blue J Legal charges a separate fee, unless Subscriber separately purchases a license or subscription thereto;

“Subscriber” means the person or entity who has purchased a subscription to use the Product;

“Subscription Fee” means the total of the Term Price and all applicable taxes for the Product, as charged to the Subscriber by Blue J Legal;

“Subscription Period” means the initial period for which Subscriber has contracted to purchase a subscription for a Product;

“Term Price” means the amount payable, before applicable taxes, by the Subscriber for the Subscription Period;

“User” means an individual person who is an employee, student or contracted worker of Subscriber and who has been authorized by Subscriber to use the Product, regardless of whether or not the individual is actively using the Product at any given time, and provided that (a) no User may be nor work for a direct or indirect competitor of Blue J Legal; and (b) each User must be a unique individual.

2. Subscriber’s Rights.

(a) In exchange for paying the Subscription Fee, Blue J Legal grants the Subscriber a non-exclusive right during the Subscription Period to access and use, and to permit Users to access and use for the sole benefit of the Subscriber, the Product in accordance with and subject to the terms and conditions of this Agreement.

(b) The Blue J Legal Terms of Use are hereby incorporated by reference and made part of this Agreement. By signing this Agreement, the Subscriber acknowledges understanding and accepting the terms and conditions of the Blue J Legal Terms of Use. For purposes of this Agreement, references in the Blue J Legal Terms of Use to the “Blue J Legal Platform” and/or the “Services” shall be deemed to refer to the Product, and references in the Blue J Legal Terms of Use to “you” shall be deemed to refer to Subscriber and/or its Users as required by the context.

3. Subscriber’s Obligations.

(a) *Payment.* The Subscriber shall pay the Subscription Fee in full. Except as specifically provided otherwise in this Agreement, the Subscription Fee is non-refundable.

(b) *User Passwords.* The Subscriber shall communicate any claims of non-receipt of User password(s) to Blue J Legal within 14 days of signing of this Agreement.

(c) *Integrity of Product.* The Subscriber shall limit access to the Product to its User or Users only and ensure the User or Users adhere to the terms of this Agreement including the Blue J Legal Terms of Use.

4. Assignment.

(a) The Subscriber shall not assign, sub-license or otherwise transfer or encumber this Agreement or any of Subscriber’s rights or obligations under this Agreement to any person, including by operation of law, except with the prior written consent of Blue J Legal, and any assignment or purported assignment in violation of this Section 4(a) shall be null and void ab initio.

(b) Blue J Legal may assign or transfer this Agreement and/or any rights or obligations to any Blue J Legal affiliate, and Blue J Legal or such affiliate-assignee may assign or transfer this Agreement and/or any rights or obligations to any third party successor to all or any portion of the business or assets of Blue J Legal, whether by operation of law, merger, acquisition, stock sale, asset sale, consolidation or otherwise, in each case without the consent of the Subscriber.

5. Access to Product. Subscriber acknowledges that the Product is a hosted software-as-a-service offering and that Subscriber is responsible for all hardware, software, connectivity and related infrastructure required for Subscriber and Users to access and use the Product. Without limiting the disclaimers and limitations of liability set out in the Blue J Legal Terms of Use, Blue J Legal disclaims any and all liability resulting from any impairment or disruption of the Subscriber’s access to the Product caused by the actions or inactions of third parties such as, but not limited to, Internet service providers.

6. Legal and Professional Advice Disclaimer. Blue J Legal is not engaged in rendering legal, tax, accounting or other professional advice. The Product is not intended to be nor authorized for use as a substitute for the knowledge, expertise, skill and judgment of a lawyer, accountant or other professional advisor. If the Subscriber or User(s) require legal, tax or



accounting advice or other expert assistance, they should seek the services of a competent professional. Without limiting the foregoing, it is the express responsibility of the Subscriber and its Users to review and determine the suitability of any output generated from the Product and to consult their own independent legal, tax, accounting and other professional advisors before using any such output.

7. Amendment.

(a) Blue J Legal may amend any term of this Agreement, as long as it does not have the effect of changing the Subscription Fee for the then-current Subscription Period, by giving written notice of the amendment to the Subscriber by mail or e-mail. The amendment shall take effect 14 days after the Subscriber is deemed to have received the notice unless, within that 14 days, the Subscriber gives written notice to Blue J Legal of termination of this Agreement as a result of the amendment and in that event, Blue J Legal may at its sole discretion issue a partial refund of any Subscription Fee already paid by the Subscriber. Notice of the amendment shall be deemed to have been delivered to the Subscriber three business days after posting in the Canadian postal system or one business day after posting by e-mail.

(b) Any other amendment must be in agreed to in writing and signed by both Blue J Legal and the Subscriber.

8. Notices. Notices to Blue J Legal must be made in writing to Blue J Legal at 325 Front St W, 4th Floor, Toronto, Ontario M5V 2Y1 or at info@bluejlegal.com. Notices to the Subscriber may be given by Blue J Legal to the address/contact information on this Agreement or to the most recent address/contact information in Blue J Legal's records for the Subscriber. Notice shall be deemed delivered three business days after posting in the Canadian postal system or one business day after posting by email.

9. Termination.

(a) Either Blue J Legal or the Subscriber may terminate this Agreement at any time by giving written notice to the other of the termination and its effective date. Upon termination, the Subscriber will no longer have access to the Product.

(b) Blue J Legal may terminate this Agreement and delete the User or Users' accounts with or without notice if the Subscriber or any User breaches any term or condition of this Agreement or the Blue J Legal Terms of Use. In that event, without limiting any other rights or remedies available to Blue J Legal, the Subscriber shall immediately pay to Blue J Legal any amounts that have accrued and are owed under this Agreement.

(c) Upon any termination by the Subscriber pursuant to Section 9(a) hereof or by Blue J Legal pursuant to Section 9(b) hereof, Blue J Legal may, at its option and without limiting any other rights or remedies available to Blue J Legal, accelerate all further Subscription Fees that would have become due for the full remainder of the contracted Subscription Period(s) so that all such Subscription Fees become immediately due and payable, as liquidated damages and not as a penalty. For the avoidance of doubt, Blue J Legal shall also be entitled to retain and the Subscriber shall forfeit any Subscription Fee already paid by the Subscriber, in its entirety.

11. Governing Law and Jurisdiction. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree to the exclusive jurisdiction and venue of courts in Toronto, Ontario, Canada in all disputes arising out of or relating to the terms and conditions of this Agreement.

12. Survival, Severability and Other Provisions.

(a) All obligations of the parties which expressly or by their nature survive surrender, termination or expiration of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such surrender, termination or expiration, until they are satisfied or by their nature expire.

(b) If any provision contained in this Agreement is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed, and all other provisions of this Agreement will continue in full force and effect.

(c) Any failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of that provision.

(d) This Agreement constitutes the entire agreement between parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous communications and proposals, whether electronic, oral or written, with respect to such subject matter. In the event of any conflict or inconsistency between an Order Form, this Subscriber Agreement, any schedule and the Blue J Legal Terms of Use, the conflict or inconsistency shall be resolved according to the following order of precedence: (1) the Order Form, (2) the schedule, (3) this Subscriber Agreement and (4) the Blue J Legal Terms of Use.

(e) The headings and other captions in this Agreement are for convenience only and shall not be used in interpreting, construing, or enforcing any of the terms of this Agreement.