

ATTENTION: SUBJECT TO THE PAYMENT OF THE APPLICABLE FEES, THE LICENSED APPLICATION PROVIDED UNDER THIS AGREEMENT IS LICENSED TO YOU AND NOT SOLD. THIS AGREEMENT CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES THAT ARE APPLICABLE TO THE LICENSED APPLICATION.

[NewsPro Buzz]
Application License

IMPORTANT: BEFORE DOWNLOADING THE LICENSED APPLICATION, PLEASE CAREFULLY READ THIS AGREEMENT, WHICH CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LICENSE TO USE THE LICENSED APPLICATION. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT DOWNLOAD THE LICENSED APPLICATION. IF YOU DOWNLOAD THE LICENSED APPLICATION, YOU WILL BE ACCEPTING THIS AGREEMENT, AND YOU WILL HAVE ACCEPTED AND AGREED TO THESE TERMS AND CONDITIONS. THIS AGREEMENT IS CONCLUDED BETWEEN YOU AND APPLICATION PROVIDER ONLY, AND NOT WITH APPLE OR GOOGLE, AND APPLICATION PROVIDER, NOT APPLE OR GOOGLE, IS SOLELY RESPONSIBLE FOR THE LICENSED APPLICATION.

1. Definitions: In this Agreement:

“**Agreement**” means this NewsPro Buzz Application License;

“**Apple**” means Apple Inc. and all of its affiliates;

“**Google**” means Google Inc. and all of its affiliates;

“**Licensed Application**” means the NewsPro Buzz application;

“**Application Provider**” means Videoship Enterprises Ltd.;

“**Usage Rules**” means the then-current usage rules set forth in Apple’s App Store Terms of Service or in Google’s Google Play Terms of Service as applicable depending on the platform version of the Licensed Application You have downloaded; and

“**You**” or “**Your**” means the individual initiating the download of the Licensed Application, and, if such individual is a minor in his or her jurisdiction of residence, also includes such individual’s parents or guardians, as the case may be.

2. Grant of License: Subject to the terms and conditions of this Agreement, Application Provider grants You a non-exclusive, non-transferable license to use the Licensed Application on any iOS or Android product You own or control for Your personal use and in all cases subject to the Usage Rules. This license does not allow You to use the Licensed Application on any iOS or Android product that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any of the foregoing restrictions are prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source software components included with the Licensed Application). Any attempt to do so is a violation of the rights of Application Provider and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any updates or enhancements provided by Application Provider that replace and/or supplement the original Licensed Application, unless such updates or enhancements are accompanied by a separate license in which case the terms of that license will govern. When using the Licensed Application, You must comply with any applicable third-party agreements to which You are a party. For example, Your use of the Licensed Application must not violate Your internet or wireless server provider agreements.

3. Consent to Use Data: You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. Application Provider may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

4. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION OR BY OR ON BEHALF OF APPLICATION PROVIDER (COLLECTIVELY, "SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF DURABILITY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLICATION PROVIDER DOES NOT WARRANT AGAINST

INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER OR APPLICATION PROVIDER'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

5. LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER APPLICATION PROVIDER NOR ANY OF APPLICATION PROVIDER'S LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATED TO THE LICENSED APPLICATION, OR RELATED TO ANY SERVICES PROVIDED TO YOU BY APPLICATION PROVIDER (INCLUDING APPLICATION PROVIDER'S LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS) INCLUDING FOR ANY DIRECT, INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, LOSS OF DATA, REPLACEMENT OR RECOVERY COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF APPLICATION PROVIDER (INCLUDING APPLICATION PROVIDER'S LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR FUNDAMENTAL BREACH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF APPLICATION PROVIDER (INCLUDING APPLICATION PROVIDER'S LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATED TO THE LICENSED APPLICATION, OR RELATED TO ANY SERVICES PROVIDED TO YOU BY APPLICATION PROVIDER (INCLUDING APPLICATION PROVIDER'S LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) EXCEED FIVE CENTS.

THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER APPLICATION PROVIDER NOR ANY OF APPLICATION PROVIDER'S LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

6. TERMS RELATING TO APPLE AND GOOGLE. NEITHER APPLE NOR GOOGLE HAS ANY OBLIGATION WHATSOEVER TO PROVIDE MAINTENANCE AND SUPPORT SERVICES WITH RESPECT TO ANY LICENSED APPLICATION. APPLICATION PROVIDER IS SOLELY RESPONSIBLE FOR ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, TO THE EXTENT NOT EFFECTIVELY DISCLAIMED. IN THE EVENT OF ANY FAILURE OF THE LICENSED APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE OR GOOGLE (AS APPLICABLE DEPENDING ON WHERE YOU OBTAINED THE LICENSED APPLICATION), AND APPLE OR GOOGLE, AS THE CASE MAY BE, WILL REFUND THE PURCHASE PRICE (IF ANY) FOR THE LICENSED APPLICATION TO YOU AND TO MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER APPLE NOR GOOGLE WILL HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE LICENSED APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE LICENSED APPLICATION TO CONFORM TO ANY WARRANTY WILL BE APPLICATION PROVIDER'S SOLE RESPONSIBILITY. NEITHER APPLE NOR GOOGLE IS RESPONSIBLE FOR ADDRESSING ANY CLAIMS BY YOU OR BY ANY THIRD PARTY RELATING TO THE LICENSED APPLICATION OR YOUR POSSESSION AND/OR USE OF THE LICENSED APPLICATION, INCLUDING BUT NOT LIMITED TO: (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE LICENSED APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION; AND/OR (IV) INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

7. Term: This Agreement shall continue for as long as You use the Licensed Application, however, it will terminate, without notice from Application Provider, if You fail to comply with any of its terms or conditions. You must, upon termination, destroy all copies of the Licensed Application. In addition to this Section, the Sections entitled Definitions, No Warranty, Limitation of Liability, Intellectual Property, Third-Party Beneficiaries, and General shall continue in force even after any termination of this Agreement.

8. Support and Updates: This Agreement does not grant You the right to any updates or enhancements of the Licensed Application or the right to receive any technical support in respect to the Licensed Application. Such updates and other technical support services, if available, may be purchased separately from Application Provider in accordance with Application Provider's technical support program. You acknowledge and agree that Apple has no obligation whatsoever to provide any maintenance and/or support in respect to the Licensed Application. You may direct any questions, complaints or claims about the Licensed Application to 200 – 346 Richmond Rd., Ottawa, Ontario, K2A 0E8.

9. U.S. Government End-Users: The Licensed Application is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this Agreement for the Licensed Application consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of the Licensed Application and related documentation is further restricted by the terms and conditions of this Agreement. For the purposes of any applicable government use, the Licensed Application was developed exclusively at private expense, and is a trade secret of Application Provider for the purpose of any Freedom of Information legislation or any other disclosure statute, regulation or provision.

10. Export Restrictions: The Licensed Application and related information are subject to export and import restrictions. By downloading the Licensed Application, You are representing and warranting that You are not located in, under the control of, or a national or resident of any country to which the export of the Licensed Application or related information would be prohibited by the laws and/or regulations of Canada or the United States. You are also representing and warranting that You are not an individual to whom the export of the Licensed Application or related information would be prohibited by the laws and/or regulations of Canada or the United States. You shall comply with the export laws and regulations of Canada and the United States that are applicable to the Licensed Application and related information and You shall comply with any local laws and/or regulations in Your jurisdiction that may impact Your right to export, import, or use the Licensed Application or related information, and You represent and warrant that You have complied with any such applicable laws and/or regulations. The Licensed Application shall not be used for any purposes prohibited by export laws and/or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. You shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Licensed Application or related information. By downloading the Licensed Application, You are representing and warranting that You are not: (i) located in a country that is subject to a US or Canadian government embargo, or that has been designated by the US or Canadian government as a 'terrorist supporting' country; and (ii) listed on any US or Canadian government list of prohibited or restricted parties.

11. Intellectual Property: All right, title, and interest (including all intellectual property rights) in, to, and under the Licensed Application (including all copies thereof) shall remain with Application Provider and its licensors. NewsPro Buzz is a trademark of Application Provider in certain countries. All Application Provider product names and logos are trademarks of Application Provider in certain countries. All other company and product names and logos are trademarks or registered trademarks of their respective owners in certain countries. If a third party claims that the Licensed Application or Your possession and use of that Licensed Application infringes that third party's intellectual property rights, neither Apple nor Google will have any responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

12. Third-Party Beneficiaries: You are hereby notified that there are third-party beneficiaries to this Agreement. Apple and Google are third party beneficiaries of this Agreement, and Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

13. General: This Agreement is the entire agreement between You and Application Provider in respect to the Licensed Application, superseding any other agreements or discussions, oral or written, and may not be changed except by a written license agreement with Application Provider. The terms and conditions of this Agreement shall prevail over any pre-printed terms on any quotes, orders, purchase orders, or purchase order acknowledgements, and shall prevail over any other communications between the parties in relation to the Licensed Application and the Licensed Application shall be deemed to be licensed pursuant to the terms and conditions of this Agreement unless You have executed a written license agreement with Application Provider, in which case the Licensed Application shall be deemed to have been licensed pursuant to the terms and conditions of such written license agreement. You may not assign this Agreement whether voluntarily, by operation of law, or otherwise without Application Provider's prior written consent. Application Provider may assign this Agreement at any time without notice. The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term. If any provision of this Agreement is held to be unenforceable or illegal, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of this Agreement and such remaining provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. No choice or conflict of laws rules of any jurisdiction shall apply to this Agreement. You shall only be entitled to bring any action or proceeding arising out of or relating to this Agreement, the Licensed Application or any Services in a court in Ottawa, Ontario, Canada, and You consent to the jurisdiction of such courts for any such action or proceeding. You waive all rights that You may have or that may hereafter arise to contest such jurisdiction of such courts for any action or proceeding brought by You. You hereby waive any right You may have to request a jury trial with respect to any action brought by You in connection with this Agreement, the Licensed Application or any Services. The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soit rédigés en anglais. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The Uniform Computer Information Act does not apply to this Agreement.

May 8th 2017