

UnderstudyEdu™ End User Licence Agreement

CAREFULLY READ THE FOLLOWING LICENCE AGREEMENT! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. BY CLICKING ON THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON OR LEAVE THE WEBSITE.

Please contact us at info@flytestudios.com for any queries.

"You", "Your" "Yourself" or "User(s)" means the person or company who is being licensed to use the Licensed Software in association with this Agreement. You must be at least 18 years of age to use the Licensed Software. If you are under 18 years of age, you may use the Licensed Software in accordance with the terms hereof only with the involvement and supervision of a parent, teacher or guardian who is authorized to use the Licensed Software. "We", "Our" and "Us" means FLYTE STUDIOS INC.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Definitions

1.1. Definitions. Capitalized terms in this Agreement have the following meanings:

- "Agreement" means this End User Licence Agreement between Us and You;
- "Access Key" means a unique identifier code created by a User upon registration to access and use the Licensed Software enabling the User to provide access to and use of the Licensed Software to any Authorized User in accordance with the terms and conditions of this Agreement;
- "Authorized User" means any minor under the age of 18 years who is under the care, custody or supervision of a User and has been provided with an Access Key by the User enabling such minor to create a username and password to access and use the Licensed Software;
- "Licensed Software" means the proprietary mobile telephone, personal computer and/or computer tablet portal and/or application software, UnderstudyEdu™, provided to You and Your Authorized Users by license under this Agreement, including (i) all proprietary FLYTE STUDIOS INC. software and content included therein, including executable program modules thereof, as well as related documentation and computer readable media; and (ii) all System and Application Software, if any, sublicensed to FLYTE STUDIOS INC. and included in and incorporated into UnderstudyEdu™, each as amended from time to time by way of the provision of New Versions in accordance with the terms hereof;
- "Minimum Requirements" means any reasonable minimum hardware and software

components and equipment which are required by You and Your Authorized Users in order to support the operation of the Licensed Software in accordance with the terms of this Agreement and for which the cost and maintenance of the same are Your sole responsibility. The Minimum Requirements are available on Our web site (www.understudyedu.com) and are subject to change upon FLYTE STUDIOS INC. providing You with notice;

- “New Version” means any corrections, improvements or modifications that correct problems, bugs and/or defects which may affect, obstruct or hinder the proper operation of the Licensed Software, or which alter the operation of the Licensed Software, and which FLYTE STUDIOS INC. provides to You at no additional charge in accordance with the terms of this Agreement;
- “Permitted Use” means the explicit, limited access and use of the Licensed Software to facilitate the provision of the Services to You and Your Authorized Users, in accordance with the terms and conditions of this Agreement;
- “Services” means those services facilitated through Your use of the Licensed Software, including but not limited to, (i) multi-subject, curriculum-aligned, skill-based educational games and tools and applications; (ii) _____; and (iii) such other services as We may integrate into the Licensed Software from time to time in Our sole discretion and without notice to You in order to facilitate the delivery of game-based on-line educational core subject learning activities and applications.
- “System and Application Software” means all software and content from third-party manufacturers that is licensed to Us and is made available as part of the Licensed Software;

1.2 Other Capitalized Terms. Other capitalized terms have the meanings defined in this Agreement.

2. Software Licence, Rights & Restrictions

2.1 Registration. As a condition of being granted the rights to use the Licensed Software as set out in Section 2.2, you may be required to register and select a password, username and Access Code (where applicable) or provide additional contact information (the “Registration Data”). You must provide Us with accurate, complete, and updated Registration Data. You may not select or use any user identification name of another person or company with the intent to impersonate that person or company. You will not provide any false information or create an account for anyone other than Yourself and Your Authorized Users (where applicable) without permission. We reserve the right to refuse registration of or cancel Registration Date in Our discretion. You shall be responsible for maintaining the confidentiality of your password and will not share with anyone or let anyone else access your account. You may not transfer Your account to anyone. You shall further be responsible for maintaining the confidentiality of your Access Code (where applicable) and will not share the same with anyone or let anyone

else utilize the same, with the exception of Your Authorized Users.

Upon completion of the Registration Data, You certify: (i) that you are 18 years of age or older, if signing up for a User account on behalf of Yourself and, where applicable, Your Authorized Users; (ii) to provide true, accurate, current, and complete information about Yourself and Your Authorized Users as required by the registration form to maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

2.2 Software Licence and Rights. In consideration of the mutual covenants, and subject to the conditions set out in Section 2.1 and provisions contained in this Agreement, We hereby grant to You and Your Authorized Users (where applicable) a limited, revocable, non-exclusive, non-transferrable end user licence to use the Licensed Software solely in conformance with the Permitted Use and in conjunction with the Minimum Requirements (the “License”). This grant of License is not a sale of the Licensed Software or of a copy of the Licensed Software. Any use or attempted use of the Licensed Software other than as expressly permitted herein is a material breach of this Agreement.

2.3 Restrictions. Without limiting the generality of the foregoing, You will, and shall cause Your Authorized Users to, use the Licensed Software only for purposes set forth herein, and, further, You expressly agree that You DO NOT have rights to:

- (a) own title, or transfer title to the Licensed Software to another party;
- (b) distribute, sublicense or otherwise provide copies or any rights in relation to the Licensed Software to any third party;
- (c) pledge, hypothecate, alienate or otherwise encumber the Licensed Software to any third party;
- (d) sell, resell, charge for, sublicense, loan, distribute, rent, lease or otherwise the Licensed Software without prior written consent. We reserve the right to withdraw any such consent (or part thereof) for any reason and without notice and to demand that you immediately cease any activity in respect of which permission is withdrawn;
- (e) repackage, translate, adapt, vary, modify, alter, create derivative works based upon, or integrate any other software or computer program with the Licensed Software in whole or in part;
- (f) use the Licensed Software to engage in or allow others to engage in any illegal activity;
- (g) rent, lease or otherwise provide location-enabled telecommunication or information services to Your customers or third parties, including, without limitation, data processing, hosting, outsourcing, service bureau or online application services (ASP) offerings;
- (h) modify, enhance, reverse-engineer, decompile, disassemble or create derived forms of the Licensed Software;

- (i) transfer or assign your rights or obligations under this Agreement to any person or authorize all or any part of the Licensed Software to be copied on to any device (other than the original device that the Licensed Software is downloaded onto) or in any manner howsoever; or
- (j) provide your Access Key to any person who is not Your Authorized User.

2.4 Enforcement of Restrictions. We will have the right to inspect and enforce the restrictions and covenants contained in this Agreement at Your sole expense upon Our provision of written notice to You, and You hereby agree to promptly notify Us of any known violations of such restrictions by Yourself, Your Authorized Users or otherwise.

2.5 Our Obligations. Upon Your acceptance of this Agreement, We will:

- 1) permit You and Your Authorized Users to access and use a copy of the most current version of the Licensed Software for Your and Your Authorized Users' use under and in accordance with this Agreement; and
- 1) provide You and Your Authorized Users with ongoing updates to the Licensed Software as We consider necessary in Our sole discretion. In each such case, You will immediately install the necessary updates.

2.6 Consent to Use of Data. You agree that We may collect and use de-personalized technical data and related information, including but not limited to technical information about Your and Your Authorized Users' 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 and Your Authorized Users (if any) related to the Licensed Software. You acknowledge and agree that We may use this information, as long as it is in a form that does not personally identify You, to improve Our products and to provide services and technologies to You.

3. Intellectual Property, Copyright and Marks

3.1 Intellectual Property. You acknowledge and agree that the Licensed Software and the applicable processes, formulas, algorithms, system architecture, database schemas, logs, drawings, emblems, symbols, pictograms, slogans, signboards, plates, forms, software and production methodology used in producing the Licensed Software, any other work protected by the *Copyright Act*, RSC 1985, c. C-42., trademarks (as defined in the *Trade-marks Act*, RSC 1985, c. T-13), registered or unregistered, that We use for the Licensed Software, inventions, procedures, methods and techniques, patented or unpatented, as well as trade secrets and the know-how We use in designing, producing and marketing the Licensed Software, including all confidential information, are the proprietary property of FLYTE STUDIOS INC., its affiliates and its licensors, and the Licensed Software is protected by copyright (as more particularly set out in Section 3.2 below), trademark (as more particularly set out in Section 3.3 below), trade secrets and other intellectual property laws (the "Intellectual Property"). You agree not to lay claim to, contest, make any registration, or prejudice in any manner whatsoever, Our Intellectual

Property related to the Licensed Software.

3.2 Copyright. The Licensed Software, including any documentation, media, packaging and illustrations, is copyrighted and constitutes valuable property FLYTE STUDIOS INC. and its licensors. You agree that all physical manifestations of the Licensed Software will display the copyright notice set out below in a conspicuous manner. The Licensed Software is protected under Canadian copyright laws and international treaty provisions. You and Your Authorized Users will have a right to print a copy the materials for Your personal use, provided copyright notices and acknowledgement of trade-marks are included, pursuant to the covenants herein. You will include the following notice on any printed version of the Licensed Software, in any form whatsoever:

“Copyright © FLYTE STUDIOS INC. [2017]. All Rights Reserved”

3.2 Trade-marks. Certain logos, product names and trade-marks owned by Us or our licensors may be contained within the printed materials and electronic manifestations of the Licensed Software. You will have no right to use such marks in the end-user applications except as set out in the User Agreement.

3.3 No Other Rights. Rights not expressly granted to You are reserved to Us. You have no implied rights in, or to use of, the Licensed Software; rather, all rights applicable to You are expressly set forth herein. Except for the limited license granted to You herein, nothing in this Agreement confers any right, title or interest therein and no other right or license is granted to You hereunder, whether by estoppel or otherwise.

4. Title

4.1 Title. You acknowledge that the Licensed Software, including any associated written materials and other documentation provided under this Agreement, including all Intellectual Property inherent therein or appurtenant thereto are, and at all times shall remain, the sole and exclusive property of FLYTE STUDIOS INC. and belongs exclusively to Us. Unencumbered title to the Licensed Software will, at all times, remain with Us. You agree to protect the Licensed Software from unauthorized use, reproduction, distribution or publication in electronic or physical form. To the extent that You acquire any rights to the Licensed Software or any portion thereof in a manner not set forth herein, You agree to execute, and to cause Your representative to execute, any assignment agreements or other instruments assigning, transferring, and conveying to Us or our licensors (as applicable) all right, title and interest in and to the Licensed Software, including copyrights and other intellectual property.

5. Warranty and Indemnity

5.1 DISCLAIMER OF WARRANTIES. THE LICENSED SOFTWARE PROVIDED UNDER THIS AGREEMENT IS FURNISHED BY FLYTE STUDIOS INC. AND ACCEPTED BY YOU “AS IS” AND WITHOUT ANY WARRANTY. FLYTE STUDIOS INC. AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES HEREUNDER, AND FLYTE STUDIOS INC., ITS

AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED SOFTWARE, THE SERVICES, OR RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE). NO FLYTE STUDIOS INC. EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT. IN ADDITION, YOU ACKNOWLEDGE THAT THE LICENSED SOFTWARE AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT FLYTE STUDIOS INC., ITS AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

5.2 Indemnity. We will and hereby do agree to indemnify and hold You harmless in respect of any final judgment of liability arising out of, connected with, or resulting in any way from a third party claim that the Licensed Software as provided to You hereunder (but not to the extent of any modifications thereto by You) infringes any Canadian copyright, patent or other intellectual property right of any third party, unless such claims arise from and to the extent of (a) the combination or use of the Licensed Software, the information contained therein, or results derived therefrom with any software, data, information or materials not furnished by Us (b) the use of the Licensed Software, the information contained therein, or results derived therefrom other than as permitted hereunder; or (c) any modification to the Licensed Software, the information contained therein, or results derived therefrom by any individual or entity other than Us. Regarding all claims that System and Application Software infringes a third party's intellectual property rights, Our sole obligation hereunder shall be to use commercially reasonable efforts to procure for any indemnified party hereunder the benefits of the indemnity, if any, that We may have received from the provider of such material. If the Licensed Software becomes or, in Our opinion, may become, the subject of any claim of infringement, then We may, in our sole discretion and expense, (a) procure the right for You to continue using the Licensed Software; (b) modify the Licensed Software to render it non-infringing; or (c) replace the Licensed Software with reasonably equivalent non-infringing products. If none of the foregoing is commercially practicable, either party may terminate this Agreement. THIS SECTION SETS FORTH OUR ENTIRE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE LICENSED SOFTWARE.

5.3 Other Third Party Claims. Except with respect to third party claims for which You are entitled to indemnification pursuant to Section 5.2 above, You shall defend, indemnify and hold harmless FLYTE STUDIOS INC. and its affiliates and licensors and their respective officers, directors, employees, contractors and agents, from and against all

claims, damages, liabilities and expenses (including reasonable attorney's fees and court costs) arising out of, connected with, or resulting in any way from third party claims against FLYTE STUDIOS INC. based on Your and/or Your Authorized Users' use of the Licensed Software. If You are a governmental entity subject to statutory limitations that apply to this Article 5, You shall provide the indemnifications to the full extent permitted by the statutory limitations.

6. Limitation of Liability and Remedies

6.1 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FLYTE STUDIOS INC., ITS AFFILIATES, LICENSORS, OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU, YOUR AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO FLYTE STUDIOS INC., THE LICENSED SOFTWARE, THIS AGREEMENT, THE SERVICES OR OTHERWISE, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (a) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST OR ANTICIPATED PROFITS, LOST BUSINESS, SAVINGS, INTERRUPTION TO BUSINESS, OR LOST OPPORTUNITY, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH LOST INFORMATION, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE THE LICENSED SOFTWARE OR SERVICES), OR ANY OTHER SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF FLYTE STUDIOS INC. AND YOU, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE APPLICABLE ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF ONE HUNDRED (\$100.00) DOLLARS. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN SECTION 5 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE. YOU FURTHER AGREE THAT YOU MAY NOT INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. THIS LIMITATION OF LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN FLYTE STUDIOS INC. AND YOU AND WAS A CONTROLLING FACTOR IN MAKING THIS LICENSED SOFTWARE AVAILABLE TO YOU AND YOUR AUTHORIZED USERS TO USE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT HEREIN.

6.2 Dispute Resolution. You acknowledge that We possess valuable confidential and

proprietary information, including trade-marks and business practices, which would be damaging to Us if revealed in open court. You further acknowledge and agree that it is preferable to resolve all disputes between Us and You confidentially, individually and in an expeditious and inexpensive manner. We and You accordingly acknowledge and agree that private dispute resolution is preferable to court actions. Before commencing any arbitration in the manner set out in Section 6.3 below, We and You shall first attempt to resolve any dispute or differences between the both of us by way of good faith negotiation. The good faith negotiation shall commence by each of Us and You communicating our position in writing regarding the complaint, claim, dispute or controversy to the other party, and how the both of us should resolve the dispute. We and You shall then make good faith efforts to negotiate a resolution of the claim, dispute or controversy. Neither We nor You shall commence any arbitral proceedings unless and until the good faith negotiation fails.

6.3 Arbitration. In the event that You and We are unable to resolve any dispute in accordance with good faith negotiations set out in Section 6.2, any dispute concerning the subject matter of this Agreement (whether in contract, tort, or otherwise, and whether pre-existing, present, or future, and including statutory law, common law, intentional tort and equitable claims capable in law of being submitted to binding arbitration) or breach, termination or validity thereof (a “Dispute”) against Us, Our agents, employees, officers, directors, successors, assigns or affiliates will be settled exclusively in accordance with the procedures set forth in this Section 6.3. The party seeking resolution of a Dispute will first give notice in writing of the Dispute to the other party, setting forth the nature of the Dispute and a concise statement of the issues to be resolved. If the Dispute has not been resolved through good faith efforts and negotiations of senior officers or representatives of the parties within thirty (30) days of receipt by the relevant party of the notice of Dispute, such notice will be deemed to be a notice of arbitration and the parties agree to submit the Dispute to a single arbitrator mutually agreeable to both parties, with the seat of such arbitration to be in Hamilton, Ontario. In the event that the parties cannot agree on a sole arbitrator, the arbitrator will be appointed by a judge of the Ontario Superior Court of Justice on application by either party to the Dispute. All arbitration, proceedings and hearings will be conducted in the English language in accordance with the *Arbitration Act*, 1991, SO 1991, c 17. All decisions and awards rendered by the arbitrator will be final and binding upon the parties for all questions submitted to such arbitrator and the costs associated with such submission shall be shared equally by the parties involved in the Dispute unless the arbitrator decides otherwise. The parties waive all rights of appeal therefore to any court or tribunal, and agree that the only recourse by any party to any court will be for the purpose of enforcing an arbitration award.

7. Successors and Assigns

7.1 Successors and Assigns. You may not assign Your rights and duties under this Agreement to any party at any time. This Agreement will enure to the benefit of and will be binding on Us and Our respective successors and permitted assigns. In the event of corporate merger, amalgamation, divestiture or asset sale, We will have the right to transfer and assign Our rights and obligations hereunder to any third party (the “Assignee”), without written notice to You, provided that We cause the Assignee to agree

in writing to abide by all the terms contained in this Agreement.

8. Upgrades

8.1 Upgrades. Other than our obligation under Section 2.4(b), We shall have no other obligations to provide updates or support services to You. Obligations or expectations with regard to product upgrades, enhancements, support or remedies for errors, defects or deficiencies will be limited to those expressly set forth in a separate agreement between Us and You. In the absence of such an agreement between Us and You, We will use reasonable efforts to provide ongoing support and remedies to identified errors and defects, on a time and material basis, at Our then current commercial rates.

9. Confidentiality

9.1 Confidentiality. You acknowledge that the existence of this Agreement, the terms and conditions hereof, the transactions contemplated hereby and other information, including, without limitation, technical and financial information that You have received or will receive in connection with this Agreement, is considered private and confidential (the "Confidential Information"). You will use reasonable diligence and in no event use less than the degree of care, which We use in respect to our own confidential and proprietary information of like nature, to prevent the unauthorized disclosure, reproduction or distribution of such Confidential Information to any other individual, corporation or entity.

You expressly agree to use, and to cause Your Authorized Users to use, all the information, whatever its nature, regarding the Licensed Software and Services, solely in accordance with the Agreement, and to respect the confidential nature of said information for the life of this Agreement, and at all times following the termination or expiration of the same for whatever reason. You further agree not to divulge to a third-party, for whatever reason, except to the extent required by law, any confidential information pertaining to the Licensed Software or Services.

Moreover, You acknowledge that if You or Your Authorized Users breach this confidentiality obligation, it would lead to serious prejudicial and irreparable consequences for FLYTE STUDIOS INC., and in such event, FLYTE STUDIOS INC. shall be entitled to take any necessary steps to defend its rights, including, applying for injunctive or other equitable relief, or suing for damages.

Such Confidential Information will exclude:

- 1) information that is already in the public domain;
- 1) information already known to the party receiving the information, as of the date of the disclosure, unless the receiving party agreed to keep such information in confidence at the time of its original receipt;
- 1) information hereafter obtained by the party receiving the information, from a source not otherwise under an obligation of confidentiality with the

disclosing party; or

- 1) information that the party receiving the information is obligated to produce under order of a court of competent jurisdiction, provided that the party receiving the information promptly notifies the disclosing party of such an event so that the disclosing party may seek an appropriate protective order.

10. Term and Termination

10.1 Term. The term of this Agreement will commence on the date of Your acceptance of these terms and shall continue until terminated by You or Us by written notice.

10.2 Termination. In addition to a termination effected by You or Us in accordance with Section 10.1, Your rights under this Agreement will terminate automatically without notice from Us if You fail to comply with any term(s) of this Agreement. Upon termination of this Agreement, You and Your Authorized Users shall cease all use of the Licensed Software and destroy all copies, full or partial, of the Licensed Software. Following the termination of this Agreement, We shall have no liability to You whatsoever in connection with such termination, however, the termination of this Agreement, for any reason, shall not prejudice or affect Our accrued rights and claims hereunder, which shall survive termination.

11. General

11.1 Captions. The Article, Section and paragraph headings used herein are for convenience only and are not a part of this Agreement and will not be used in construing it.

11.2 Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and no amendment to the terms of this Agreement will be effective unless in writing and signed by both parties hereto.

11.3 Equitable Relief. You agree that any breach of this Agreement by You would cause irreparable damage, and that, in event of such breach, in addition to any and all remedies at law, We will have the right to an injunction, specific performance or other equitable relief to prevent the continuous violations of the terms of this Agreement.

11.4 Force Majeure. Notwithstanding anything herein to the contrary, We shall not be liable for any delay or failure in performance caused by circumstances beyond Our reasonable control.

11.5 Relationship of the Parties. This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this Agreement, neither We nor You will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.

11.6 Severability. The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court or competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such

provision were severed from this Agreement.

11.7 Number and Gender. Where the context permits, the singular includes the plural, and the masculine includes the feminine and neuter genders and vice versa.

11.8 Notices. All notices and communications to FLYTE STUDIOS INC. required or permitted under this Agreement will be in writing and will be sent by electronic mail, with confirmation of receipt, at the address provided below:

info@flytestudios.com

A notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

11.9 JURISDICTION. FOR ALL CLAIMS OR LEGAL PROCEEDINGS FOR ANY REASON WHATSOEVER IN RELATION TO THIS AGREEMENT, THE PARTIES IRREVOCABLY ATTORN TO THE COURTS IN THE JUDICIAL DISTRICT OF HAMILTON, PROVINCE OF ONTARIO, CANADA, AS THE APPROPRIATE SITE FOR RESOLVING SUCH CLAIMS OR LEGAL PROCEEDINGS, TO THE EXCLUSION OF ALL OTHER JURISDICTIONS AND JUDICIAL DISTRICTS THAT COULD ASSUME JURISDICTION OVER SUCH LITIGATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT, AS A DEFENCE OR OTHERWISE (i) ANY CLAIM THAT IS NOT SUBJECT TO THE JURISDICTION (IN PERSONAM OR OTHERWISE); (ii) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY SUCH COURT, OR (iii) ANY CLAIM THAT ANY ACTION, SUIT OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

11.10 Governing Law. This Agreement shall be deemed to have been made in the Province of Ontario and shall be construed and interpreted according to the laws of the Province of Ontario and the Laws of Canada applicable therein.

11.11 Revisions to this Agreement. We may at any time revise the terms of this Agreement by updating these terms and by providing notice to you of that change.

11.12 Preamble and Schedules. The Preamble hereto forms an integral part of this Agreement and is incorporated into this Agreement by reference.