

blësk network monitoring



BLËSK LICENCE AGREEMENT



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BETWEEN, (hereinafter called “**The Client**”)

Name : _____
Company: _____
Address : _____
Phone Number: _____

AND, (hereinafter called “**Prival**”)

(blësk Property Owner)

Prival ODC INC
9935 rue de Châteauneuf, Office 120
Brossard, QC, J4Z 3V4

TERMS AND CONDITIONS

I accept the terms and conditions of this AGREEMENT before using the software. The terms of use of the software is described as follow in this AGREEMENT and the subsequent maintenance agreement. This agreement represents the entire agreement concerning the software between The Client and Prival.

This supersedes any prior proposal or understanding between The Client and Prival. By downloading or installing the software, and/or using the software, The Client is accepting and agreeing to the terms of this AGREEMENT and is thereby creating a contractual agreement between The Client and Prival. If the client is not willing to be bound by the terms of this AGREEMENT, he should not download, install, or use the software, and promptly return the software and associated documentation.

1. DEFINITIONS

- A. “COA” means the Certificate of Authorisation as designated by Prival.
- B. “Parts and partitioning” is the logical allocation of at least the central module and others parts, units, input/outputs, and independent units, such that each unit (a “Partition”) is capable of running a copy or a part of the Product.
- C. “Monitoring Software” means blësk license and properties software.
- D. “Monitoring Software Product Package(s)” means blësk package, including the COA, affixed during the download process of the program, end-user manual and instruction that is made available to The Client during this AGREEMENT.
- E. “Documentation” means end-user manual and instruction that is made available to The Client during this AGREEMENT.
- F. “Level” means a defined group count such a group of Host (including each Virtual Machine and each instance of a session in an environment where multiple users are share is considered as one host) or a group of devices (network device with an IP address). The level put a limitation on the use of the software.
- G. All other capitalized terms used but not defined herein shall have the meaning assigned to such terms in the AGREEMENT.

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BLËSK CONFIDENTIAL Monitoring Software Agreement.

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2. STRUCTURE AND APPOINTMENT

- A. Prival grants to The Client a non-exclusive and non-transferable license to use the Monitoring Software provided by blësk Website or other means through Prival. This grant also concerned all user documentation and instructions that collectively is part of the Monitoring Software Product Package. This includes all items that were purchased and given to The Client through the purchase or after. The grant is to The Client only as authorized. The Client may not sell, distribute, transfer, assign, rent or sublicense the Software or parts and partitions has been assigned. Any violation of this AGREEMENT will result in automatic termination of this license without any right to refund.
- B. This terms and conditions AGREEMENT (the "AGREEMENT") controls all Business Development. In any circumstances, The Client owns the title or can develop or participate in a business development that involves the Monitoring Software Product Package(s).
- C. The Client accepts all terms and conditions of this AGREEMENT.

3. PROPERTIES RIGHTS

blësk license and properties software and all the inherent properties rights to protect such properties and include but not limited to Canada, the United States and International, copyrights, trademarks, patents, and trade secret laws of general applicability. All rights, titles and interests in and to the Software are and shall remain with Privalas applicable. This AGREEMENT does not convey to The Client any interest in or title to the Monitoring Software, but only a limited right of use revocable in accordance with these terms.

The Client may make copies of the software media solely for backup, disaster recovery, or archival purposes, which copies shall contain Prival's copyright and other proprietary notices. The Client may not modify, translate, adapt, disassemble, decrypt, decompile, or otherwise reverse engineer or attempt to discover the confidential source code and techniques incorporated in the Monitoring Software. The Client may not create derivative software based on any trade secret or proprietary information of Prival.

4. OBLIGATIONS

- A. By accepting this AGREEMENT, The Client may use the Monitoring Software, downloaded from the blësk Website and identified at the time of purchase. The Client may direct his employee to install the Monitoring Software solely on his infrastructures that is internal owned or operated by our organization or institution. If The Client desire to monitor an internal or external environment that he does not own, The Client must purchase a separate blësk license.
- B. Each instance of a Virtual Machine (VM) and each instance of a session in an environment where multiple users share computer resources are considered one host.
- C. Simultaneously with the purchase of a new Monitoring Software, The Client will use one (1) copy of the Monitoring Software in his own organization or institution.
- D. The Client may not resell nor quote a separate price, advertise, market or promote the Monitoring Software separate on its own to and new Customer or a new End Users.
- E. The Client may use only the specific features that he purchases and defines in the documentation at the time of purchase. The Client may use one (1) of the features set of the applicable Monitoring Software Product Package. If The Client desire a different feature set, he must purchase an upgrade.
- F. The Client is restricted to the specific level that was defined in the documentation at the time of purchase. If The Client desire a different level, he must purchase an upgrade.
- G. The Client may use the Monitoring Software during the evaluation period. At the end of the evaluation period, all the rights to use the software for testing are automatically cancel unless The Client purchases the product. If the product was provided to The Client in a specific subscription period, The Client has the rights to use the software until the completion of the subscription period.
- H. The Client may use dynamics content, as IDS Signatures. For Monitoring which includes dynamics content remains current as long as The Client maintain an active license with Prival.
- I. The Client is responsible to maintain an active license by paying all license maintenance fees in consideration of the licenses granted under this AGREEMENT.
- J. If The Client purchase an upgrade or if The Client downgrades or otherwise changes the status of a license, it is considered a change to his existing license rather than a new license, and The Client relinquish all rights to the version of the product that was upgraded or changed.



- K. The Client has no rights to reproduce all or any part of the Monitoring Software Product(s) Packages;
- L. The Client has no rights to remove, modify, or conceal any, copyright, trademark or patent notices or special identification that appear in or on the Monitoring Software Package or any part of it;
- M. The Client will destroy all remaining part of Monitoring Software remaining at the expiration or termination of this AGREEMENT.
- N. A Customer System that contains Limitations through a level ("Limited Customer System") may be installed in conformity of the limitation and not more than one (1) operating copy of the Product. The Client is not authorized by this License AGREEMENT to install more copies of the Product. To that end, The Client is responsible for instructing all his End User, employees or sub-contractors that The Client may install no more than what the limited AGREEMENT let him do.
- O. The Client shall manage and maintain the accurate and complete records of the product in respect of his limitation.
- P. During the term of this AGREEMENT and for one (1) years thereafter, The Client shall maintain at its respective facilities all usual and proper records, including and not limited to, all records relating to its uses.
- Q. In order to verify compliance with the terms and conditions of this Monitoring Software, on any giving data after the Effective Date of this AGREEMENT, The Client agrees that Prival may collect and use technical and related information, including but not limited to technical information about his computer, system, application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to The Client (if any), and to verify compliance with the terms of this License. If necessary, The Client gives Prival the right to cause an audit of at least one record related to the purchase. Any such audit and/or inspection shall be conducted during regular business hours, with or without prior notice from Prival.
- R. The Client shall provide to designated audit team with access to all records relevant to the Monitoring Software maintained at his facilities;
- S. Prival will pay the cost of any such audit or inspection provided. However, in the event where The Client is found to be in violation of any term or condition of this AGREEMENT, The Client will promptly reimburse Prival for all costs of the audit. Our designated auditors may be escorted by The Client's personnel on its premises, and shall not unreasonably interfere with the normal course of business;
- T. Except as set forth herein, The Client shall not advertise, display or provide any additional or special packaging for the Monitoring Software Products. The Client will not make the Monitoring Software available through any other means or channel.

5. INSTALLATION AND INDEMNIFICATION

The Client assumes the responsibility for selection of the Monitoring Software to achieve his intended results and for the installation, use, and valid operation of the Monitoring Software.

blësk provides a Database Schemas for The Client's internal use only for which he has a valid license from Prival. Prival may revise, modify or cease to provide the Database Schemas or any part thereof from time to time without notice, and there is no assurance of backward or forward compatibility of the Database Schemas. The Client shall not use the Database Schema to develop any product or service or for any commercial purpose, including without limitation any product or service competitive with Prival. The Client shall not copy, distribute or reproduce the Database Schemas, and shall not modify, adapt, translate, prepare derivative works from, or decompile the Database Schemas. Prival shall have no responsibility to provide The Client with any support services with respect to the Database Schemas. The Client understands and agrees that any change to the Database Schema or the blësk database may adversely affect the blësk software and/or the operation or performance thereof, for which Prival shall have no responsibility. The Client use of the Database Schemas will be at his own risk and account. THE DATABASE SCHEMAS IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. PRIVAL DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. The Database Schema comprises trade secrets of Prival, and The Client shall keep confidential the Database Schemas and all copies thereof in his possession and shall limit access to the Database Schemas to those of his staff who require such access in connection with his use of the Database Schemas as permitted hereby. Prival may terminate all of The Client's rights with respect to the Database Schemas at any time for any reason.

6. LICENSE FEES

The Client is responsible to pay all license fees in consideration of the licenses granted under this AGREEMENT. If the Software is under evaluation and no license fees have been paid, this AGREEMENT will expire at the end of one month,



which is the evaluation period, unless The Client has purchased a license key to enable subsequent activation. If the Software is provided on a subscription basis, this AGREEMENT will expire at the end of the subscription period unless The Client has purchased a renewal subscription.

7. SUPPORT

Prival offers technical support for every Client that has an existing renewal contract for blësk product. In the event you contact the support team, these response times will apply for any blësk product The Client as acquire. The priority and response time depend on the gravity of the call. Please refer to the last column for examples. In any case, Prival guarantees a call back within the same day.

Level	Call back	Off-site support	On-site support	Example
Regular	4 hours	48 hours	Based on best effort depending on the criticality of the issue	Some applications are down
Critical	4 hours	24 hours		Half of the system is down
Emergency	4 hours	8 hours		System crash

To contact the technical support, The Client may use Prival toll-free number: 1 (866) 761-9973, and make the proper selection. Prival's business hours are from 8 A.M to 5 P.M (EST) from Monday to Friday. All calls received outside of those business hours will be treated on the next business day. At this time, the response time shown above will apply. Response time could be delay in the event where off-site access is unavailable or granted with delay.

The response time for Off-site support and On-site support represent the time before a technician is assigned to the issue. The time required to solve an issue may vary. An estimation can be given once a technician is assigned and has identified the problem.

The technical support will only apply for the software and license The Client has acquired. The support cannot be contacted for an upgrade, downgrade, any change in a subscription or agreement nor any configuration to blësk that was not agreed prior between The Client with Prival. In any other case, The Client can contact Prival office at the same number and press 0 to express its need to the reception.

8. LIMITED WARRANTY

The Client has prior to this purchase chosen or not to benefit from 30 days of free trials. These 30 days of trials (the Testing Period) allows The Client the time to test and try out the software.

After trials, The Client has then decided to purchase the Monitoring Software. For fifteen (15) days (the "Warranty Period") from The Client's date of purchase, Prival warrants for his benefit alone, that; (i) the Monitoring Software will substantially conform to the applicable Documentation and (ii) the media on which the Monitoring Software is distributed, downloaded and the Documentation (if any) are free from defects in materials and workmanship and, (iii) during the Warranty Period, the Software will operate substantially in accordance with the Documentation. If during the Warranty Period an error in the Software occurs, The Client may return the Monitoring Software to Prival for either repair or replacement, or if so elected by Prival, refund of the license fee paid by The Client under this AGREEMENT. For any breach of the foregoing warranty during the Warranty Period, The Clients exclusive remedy and Prival's entire liability will be as described in the previous sentence. **THE FOREGOING ARE THE ONLY WARRANTIES PROVIDED BY PRIVAL AND PRIVAL DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

All rights set forth in this AGREEMENT shall be cumulative and not alternative. The waiver of a right shall not be interpreted as the waiver of any other right. Under no circumstances shall the failure, negligence or tardiness of Prival as regards the exercise of a right or recourse provided for in this AGREEMENT be considered to be a waiver of such right or recourse. Neither party shall be considered to be in default pursuant to this AGREEMENT if the fulfillment of all



or part of its obligations is delayed or prevented due to "force majeure". "Force majeure" is an external unforeseeable and irresistible event, making it absolutely impossible to fulfill an obligation.

9. LIMITATION OF LIABILITY

Because computer software is inherently complex and may not be completely free of errors, it is The Client's responsibility to verify his work and to make backup copies. Prival will not be responsible for The Client's failure to do so. Prival's cumulative liability to The Client or any party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this AGREEMENT shall not exceed the license fee paid to Prival for the applicable Software.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PRIVAL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE PRIVAL'S SOFTWARE OR SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, DELAY OF SERVICE DELIVERY, BUSINESS, GOODWILL, DATA, OR COMPUTER PROGRAMS, EVEN IF PRIVAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the implication of what is proceeding, The Client acknowledges that this absence of responsibility applies to direct, indirect, special, general, or conscious damage including benefit loss, data loss, equipment or parts utilization loss, and loss caused by prejudice to the company's reputation. The Client agrees that Prival will not be held responsible and The Client will keep Prival free of all claim, loss and damage, including reasonable legal costs resulting of injuries caused to people or damage to goods, or data loss resulting of the utilization, the misuse, or the incapacity to utilize the equipment or all act or omission from The Client, its employees or its agents. Prival will never be held responsible for conscious damages, such as loss of revenue. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO THE CLIENT.

Any conflict or claim whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future - arising out of or relating this AGREEMENT will be referred to private and confidential mediation. By so agreeing, The Client waives any right he may have to commence or participate in any class action against Prival related to any Claim and, where applicable, The Client hereby agrees to opt out of any class proceeding against Prival otherwise commenced. If The Client has a Claim he should give notice to mediate and arbitrate to Prival. 9935 rue de Châteauneuf, Office 120, Brossard, QC, J4Z 3V4 attention: President. Both parties agree that these terms and conditions shall be governed by and construed in accordance with the laws of the province of Quebec.

10. NO THIRD PARTY BENEFICIARY

The Client's rights to use the Monitoring Software under this AGREEMENT are non-transferable and subsequently, The Client has no rights to provide a third-party beneficiary in this AGREEMENT.

11. TERM AND TERMINATION

- A. This License AGREEMENT shall commence immediately and be effective until terminated.
- B. The Client may terminate this License AGREEMENT at any time. This License AGREEMENT will also terminate if The Client fails to comply with any terms and conditions set forth elsewhere herein. The Client agrees upon any termination to destroy the Software together with all copies, modifications and merged portions in any form, and certify in writing that The Client has done so.
- C. Upon termination or expiration of the AGREEMENT, The Client shall immediately cease any activity permitted by this Monitoring Software Program.
- D. Upon termination, non-compliance, or expiration of this Server Software Program for any reason, all licenses, if any, granted hereunder shall automatically and immediately terminate.
- E. Nonetheless, termination of this AGREEMENT shall not affect the rights of Prival and The Client's obligations with respect to the payment of amounts owing, the undertakings not to compete, and intellectual property, which rights and obligations shall survive the termination of this AGREEMENT.

12. RESTRICTED RIGHTS

If the Monitoring Software is acquired on behalf of a unit or agency of the Government such and not restricted to only Federal Canadian Government, Provincial Canadian Government or United States Government, United States State Government, then a restriction provision applies.



For units or agency of any Department, the Software is supplied only with a Specific Restricted Rights as that term is defined Specific Acquisition Regulations Contract GB-001. The use, duplication or disclosure by the Government or its units is subject to restrictions as set forth in the Specific Acquisition Regulations Contract GB-001. To receive these specific measures and rights, The Client needs to contact: Prival. 9935 rue de Châteauneuf, Office 120, Brossard, QC, J4Z 3V4. This restriction also applies to all Government personnel or sub-contractor. In this instance, the use, duplication or disclosure of this Software is also restricted under the same or similar Specific Acquisition Regulations Contract GB-001 which restricted rights.

13. GENERAL

This AGREEMENT will be governed by the laws of the QUEBEC, CANADA without regard to conflict of law principles. The Monitoring Software Package delivered to The Client under this COA are subject to Canadian export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside Canada. The Client shall abide by all applicable export control laws, rules and regulations applicable to the Monitoring Software. The Client agrees that he will not export, re-export, or transfer the Monitoring Software, in whole or in part, to any country, person, or entity subject to Canadian export restrictions. The Client specifically agree not to export, re-export, or transfer the Software to any country to which Canada has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (i) to any person or entity who The Client knows or have reason to know will utilize the Monitoring Software or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (ii) to any person or entity who has been prohibited from participating in Canada and United States export transactions by any federal agency of the Canadian and United States government. The Client shall remain fully responsible for and certify compliance with all applicable Export laws and regulations, and The Client agrees to indemnify Prival from all costs, expenses, and liability for such compliance.

Should any term of this AGREEMENT be declared void or unenforceable by any court of competent jurisdiction such declaration shall have no effect on the remaining terms hereof.

PRIVAL ODC INC
9935 rue de Châteauneuf
Brossard, QC, J4Z 3V4
(450) 761-9973
Fax: (450) 761-9842

END BLËSK AGREEMENT

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