



right solutions.
right partner.

Software End User Licence Agreement

This End User Licence Agreement, including the Order Form which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between Geotic Inc. ("**Licensor**") and the person or entity identified on the Order Form as the licensee of the Software ("**Licensee**").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON/CHECKING THE "ACCEPT" BOX ON THE ORDER FORM OR OTHER MEANS PROVIDED FOR ACCEPTANCE YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENCE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD/INSTALL THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENCE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

1.1 "**Authorized Users**" means solely those individuals authorized to use the Software pursuant to the licence granted under this Agreement, as set forth on the Order Form.

1.2 "**Confidential Information**" has the meaning set forth in Section 9.1.

1.3 "**Disclosing Party**" has the meaning set forth in Section 9.1.

1.4 "**Documentation**" means user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

1.5 "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.6 "**Licence Fees**" means the licence fees, including all taxes thereon, paid by Licensee for the licence granted under this Agreement.

1.7 "**Licensee**" has the meaning set forth in the preamble.

1.8 "**Licensor**" has the meaning set forth in the preamble.

1.9 "**Order Form**" means the order form filled out online and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee's purchase of the licence for the Software granted under this Agreement. An example of this form is provided at schedule 1.

1.10 "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

1.11 "**Receiving Party**" has the meaning set forth in Section 9.1.

1.12 "**Representative**" means, with respect to a party, that party's employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

1.13 "**Software**" means the software programs for which Licensee is purchasing a licence, as expressly set forth in the Order Form.

1.14 "**Term**" has the meaning set forth in Section 11.1.

1.15 "**Third Party**" means any Person other than Licensee or Licensor.

1.16 "**Update**" has the meaning set forth in Section 6.2.

2. Licence Grant and Scope. Subject to and conditional on Licensee's payment of the Licence Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited licence during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 3 or elsewhere in this Agreement. This licence grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

2.1 Download, and install in accordance with the Documentation one (1) copy of the Software on one (1) computer. Unless the Order Form expressly states that Licensee is purchasing a network licence, each such computer shall be for a single Authorized User.

2.2 Use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's internal business purposes.

2.3 Download or otherwise make one (1) copy of the Documentation per copy of the Software permitted to be downloaded and installed in accordance with this Agreement and use such Documentation solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee:

- (a) will be the exclusive property of Licensor;
- (b) will be subject to the terms and conditions of this Agreement; and
- (c) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

3. Use Restrictions.

3.1 Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

- (a) use (including make any copies of) the Software or Documentation beyond the scope of the licence granted under Section 2;
- (b) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation;

- (c) except as expressly set forth in Section 2.1 and Section 2.3, copy the Software or Documentation, in whole or in part;
- (d) modify, correct, translate, adapt, enhance, further develop, or otherwise create derivative works, enhancements or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- (e) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (f) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (g) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy provided on or with the Software or Documentation, including any copy thereof;
- (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software and Documentation, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service (SaaS), cloud, or other technology or service;
- (i) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage including:
 - (i) power generation systems;
 - (ii) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;
 - (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and
 - (iv) military or aerospace applications, weapons systems, or environments;
- (j) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law;
- (k) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or in violation of any applicable law, regulation, or rule; or
- (l) use the Software or Documentation for purposes of benchmarking or competitive analysis of the Software, developing, using, or providing of a software product or service that competes with the Software or any other purpose that is to the Licensor's commercial disadvantage.

3.2 **No Implied Rights.** Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any Intellectual Property Rights or license, nor other right, title, or interest in or to the Software or Documentation, and Licensor's Confidential Information.

4. Responsibility for Use of Software. Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software or Documentation, whether such access or use is permitted by or in violation of this Agreement.

5. Compliance Measures.

5.1 The Software contains technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 3. Licensee shall not, and shall not attempt to, remove, disable, bypass, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

5.2 On a random basis, and otherwise on Licensor's written request, Licensee shall conduct a review of its and the use of the Software by its Authorized Users and certify to Licensor in a written instrument signed by an officer of Licensee that it is in full compliance with this Agreement or, if Licensee discovers any non-compliance:

- (a) Licensee shall immediately remedy such non-compliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such non-compliance.
- (b) If Licensee's use of the Software exceeds the number of copies or Authorized Users permitted under the licence, Licensor shall have the remedies set forth in Section 5.4.

5.3 During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement, provided that (i) any such audit shall be conducted on not less than seven (7) days prior notice to Licensee, and (ii) no more than one (1) may be conducted in any twelve (12) month period except where good cause is shown. Licensor also may, in its sole discretion, audit Licensee's systems within twelve (12) months after the end of the Term to ensure Licensee has ceased use of the Software and removed all copies of the Software from such systems as required hereunder. The Licensee shall fully cooperate with Licensor's personnel conducting such audits and provide all reasonable access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. Licensor shall only examine information directly related to the Licensee's use of the Software. Licensor may conduct audits only during Licensee's normal business hours and in a manner that does not unreasonably interfere with the Licensee's business operations.

5.4 If any of the measures taken or implemented under this Section 5 determines that the Licensee's use of the Software exceeds or exceeded the use permitted by this Agreement, then:

- (a) Licensee shall, within seven (7) days following the date of Licensor's written notification thereof, pay to Licensor the retroactive Licence Fees for such excess use and, unless Licensor terminates this Agreement under Section 5.4(c), obtain and pay for a valid licence to bring Licensee's use into compliance with this Agreement. In determining the Licensee Fee payable in accordance with the foregoing, (i) unless Licensee can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by Licensor hereunder and continued uninterrupted thereafter, and (ii) the rates for such licences shall be determined without regard to any discount to which Licensee may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement).
- (b) If the use exceeds or exceeded the use permitted by this Agreement by more than twenty percent (20%) Licensee shall also pay to Licensor, within thirty (30) days following the date of Licensor's written request therefor, Licensor's costs incurred in conducting the audit.
- (c) If the use exceeds or exceeded the use permitted by this Agreement by more than twenty percent (20%) Licensor shall also have the right to terminate this Agreement and the licence granted hereunder, effective immediately upon written notice to Licensee.

Licensor's remedies set forth in this Section 5.4 are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

6. Maintenance and Support.

6.1 Subject to Section 6.3, the licence granted hereunder entitles Licensee to the basic software maintenance and support services described on Licensor's website located at www.geotic.ca:

- (a) for thirty (30) days following the date set forth on the Order Form; and
- (b) thereafter, solely if Licensee purchases additional support services.

Such support services shall be provided on the terms and conditions set forth at the following URL: www.geotic.ca.

6.2 Maintenance and support services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "**Updates**") as Licensor makes generally available free of charge to all licensees of the Software then entitled to maintenance and support services. Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Licensee acknowledges that Licensor may provide all Updates via download from a website designated by Licensor and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Software that Licensor may issue as a separate or new product, and Licensor may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

6.3 Licensor reserves the right to make the provision of maintenance and support services, including all or any Updates, conditional on Licensee's registration of the copy of Software for which support is requested. Licensor has no obligation to provide maintenance and support services, including Updates:

- (a) for any but the most current version or release of the Software;
- (b) for any copy of Software for which all previously issued Updates have not been installed;
- (c) if Licensee is in breach under this Agreement; or
- (d) for any Software that has been modified other than by Licensor, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Licensor in writing.

7. Collection and Use of Information.

7.1 Licensee acknowledges that Licensor may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, through:

- (a) the provision of maintenance and support services; and
- (b) security measures included in the Software as described in Section 5.

7.2 Licensee agrees that the Licensor may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:

- (a) improving the performance of the Software or developing Updates; and
- (b) verifying Licensee's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.

8. Intellectual Property Rights. Licensee acknowledges and agrees that that all right, title, and interest in and to the Software and Documentation are owned by Licensor. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the licence granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor reserve[s] and shall retain its entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Licensee shall safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property Rights.

9. Confidential Information.

9.1 In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 9.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of Licensor; and (b) the terms of this Agreement are the Confidential Information of Licensor.

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidentiality Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.3;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9; and
- (e) promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of the Disclosing Party's Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further unauthorized use or disclosure.

9.4 Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such

time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.5 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.5, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other authority having jurisdiction that such Confidential Information will be afforded confidential treatment.

10. Payment. All Licence Fees and Support Fees are payable in advance in the manner set forth in the Order Form and are non-refundable. Any renewal of the licence or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.

11. Term and Termination.

11.1 This Agreement and the licence granted hereunder shall remain in effect for the term set forth on the Order Form or until earlier terminated as set forth herein (the "**Term**").

11.2 Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation.

11.3 Licensors may terminate this Agreement, effective upon written notice to Licensee, if Licensee, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for fourteen (14) days after Licensors provides written notice thereof.

11.4 Licensors may terminate this Agreement, effective immediately, if Licensee files an assignment in bankruptcy or has a bankruptcy order made against it under any bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, receiver-manager, monitor, or custodian for all or a substantial part of its property.

11.5 Upon expiration or earlier termination of this Agreement, the licence granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation, and permanently erase or cause to be erased from its and its Authorized Users' computer systems, files, and storage media all copies of the Software and Documentation of Licensors obtained, made, or authorized to be made by Licensee or on Licensee's behalf. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees that may have become due before such expiration or termination, or entitle Licensee to any refund, in each case except as set forth in Section 12.3(b).

11.6 The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 1, Section 7.2, Section 8, Section 9, Section 11.5, Section 11.6, Section 12, Section 13, Section 14, and Section 15.

12. Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer.

12.1 Solely with respect to Software for which Licensors receives a Licence Fee, Licensors warrants that, for a period of thirty (30) days following the licence date set forth on the Order Form:

- (a) any media on which the Software is provided will be free of material damage and defects in materials and workmanship under normal use; and

- (b) the Software will substantially contain the functionality described in the Documentation and, when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.

12.2 The warranties set forth in Section 12.1(a) and Section 12.1(b) will not apply and will become null and void if Licensee breaches any provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement:

- (a) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing;
- (b) modifies or damages the Software, or the media on which it is provided, including abnormal physical or electrical stress; or
- (c) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Licensor in writing.

12.3 If, during the period specified in Section 12.1, any Software covered by the warranty set forth in such Section fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty under Section 12.2, Licensor will, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either:

- (a) repair or replace the Software, provided that Licensee provides Licensor with all information Licensor reasonably requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or
- (b) refund the Licence Fees paid for such Software, subject to Licensee's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the Software.

If Licensor repairs or replaces the Software, the warranty will continue to run from the initial date specified on the Order Form and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 12.3 are Licensee's sole remedies and Licensor's sole liability under this Agreement/the limited warranty set forth in Section 12.1.

12.4 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12.1, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT CONDITION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, THE LICENSOR PROVIDES NO CONDITION, WARRANTY, OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

13.1 IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR: (a) ANY: (i) USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; (ii) LOST REVENUES OR PROFITS; (iii) DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; (iv) LOSS OR CORRUPTION OF DATA; (v) LOSS RESULTING FROM SYSTEM OR

SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; (vi) FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; (vii) FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; (viii) SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; (ix) BREACHES IN SYSTEM SECURITY; OR (b) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, IN EACH CASE WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LICENSOR AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR UP TO TWELVE (12) MONTHS OF THE SPECIFIC SERVICES, THAT ARE THE SUBJECT OF THE CLAIM.

13.3 THE LIMITATIONS SET FORTH IN SECTION 13.1 AND SECTION 13.2 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. Export Regulation. The Software and Documentation may be subject to Canadian export control laws. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside Canada.

15. Miscellaneous.

15.1 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the British Columbia and the federal laws of Canada applicable therein.

15.2 Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of British Columbia, Canada, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15.3 Force Majeure. Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labour disputes, civil disturbances, riot, rebellion, invasion, hostilities, war, terrorist attack, embargo, natural disaster, epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic, acts of God, flood, tsunami, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

15.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the 2nd day after the date mailed, by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section).

15.5 Entire Agreement. This Agreement, together with the Order Form, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

15.6 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any amalgamation, arrangement, or reorganization involving Licensee will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15.6 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance under this Agreement without Licensee's consent. This Agreement is binding upon and enures to the benefit of the parties hereto and their respective permitted successors and assigns.

15.7 Successors and Assigns; No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.8 Amendments and Modifications. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

15.9 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.11 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Sections and Exhibits refer to the Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise stated, all dollar amounts referred to in this Agreement are stated in Canadian dollars.

15.12 Language. The Parties have expressly required that this Agreement and all related documents, including notices and other communications, be drafted in the English language only. Les Parties ont expressément exigé que la présente convention ainsi que tous les documents qui s'y rattachent, incluant les avis et les autres communications, soient rédigés en langue anglaise seulement.

15.13 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

SCHEDULE 1


ORDER FORM



Subscribe to GeoticLog

CA\$2,240.00 per year

Geological Data Management Interface

 GeoticLog Billed yearly	CA\$2,000.00
Subtotal	CA\$2,000.00
Tax ⓘ	CA\$240.00
Total due today	CA\$2,240.00

Powered by  | [Legal](#)

Shipping information

Email

John.smith@alsglobal.com

Shipping address

ALS Mine site

Canada

888 West 8th Avenue

Clear

Suite 1010

North Vancouver

British Columbia



V7L 1J2

Payment details

Card information

4520 8800 9976 3649



08 / 26

123

Billing address is same as shipping

Name on card

ALS Head Office

Billing address

Canada



2103 Dollarton Highway

Clear

Suite 1010

North Vancouver

British Columbia



V7L 1J2

Securely save my information for 1-click checkout

Enter your phone number to create a Link account and pay faster on ALS GoldSpot Discoveries Ltd. and everywhere Link is accepted.

 (506) 234-5678

Optional

[link](#) · [More info](#)

Subscribe



By placing your order, you agree to our [terms of service](#) and [privacy policy](#).

By confirming your subscription, you allow ALS GoldSpot Discoveries Ltd. to charge your card for this payment and future payments in accordance with their terms. You can always cancel your subscription.