YOU, ALSO KNOWN AS THE "COMPANY", OR THE "END USER", OR THE "END USER COMPANY", OR THE "LICENSEE" HEREBY ACKNOWLEDGE AND AGREE WITH DELCO AUTOMATION INC. AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.01. Definitions

In this Agreement:

"Authorized Representative" means an individual designated by the Licensee as its authorized representative in the applicable commercial terms or other documentation or records maintained by DELCO relating to the Licensee's use of the DELCO Software.

"Business Names" means any corporate names, business names, and/or trade names used, owned, registered by DELCO from time to time in Canada, the United States, or any other jurisdiction, including but not limited to DELCO Automation Inc., DELCO Water, DELCO Technology, IPFusion and DELCO Manufacturing.

"**Change of Control**" means, without limitation, each of the following:

(a) a change in beneficial ownership of the Licensee of greater than fifty percent (50%) (whether in a single transaction or series of transactions);

(b) a merger of the Licensee with another party, whether or not the Licensee is the surviving entity;

(c) the acquisition of more than fifty percent (50%) of any class of the Licensee's voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); and

(d) the sale of more than fifty percent (50%) of the Licensee's assets (whether in a single transaction or series of transactions).

"**Confidential Information**" means:

(a) any non-public information of a party or its affiliates, including, without limitation, any information relating to a party's current and planned products and services, technology, techniques, source code or object code, know-how, research, engineering, designs, drawings, sketches, plans, processes, systems, suppliers, vendors, finances, accounts, procurement requirements, manufacturing, Customer lists, business forecasts and marketing; or information that, by its nature, would reasonably be considered confidential, whether disclosed in writing, orally, graphically or otherwise;

(i) DELCO's Software;

(ii) Licensee Materials;

(iii) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally, is identified as "Confidential" at the time of disclosure; and

(iv) the terms and conditions of this Agreement.

(b) Notwithstanding the foregoing, Confidential Information shall not include information that:

(i) is or becomes publicly available through no act of the receiving party in breach of this Agreement;

(ii) was in the possession of the receiving party prior to its disclosure or transfer hereunder and the receiving party can so prove;

(iii) is independently developed by the receiving party without reference to the materials comprising the Confidential Information disclosed under this Agreement and the receiving party can so prove; or

(iv) is received from another source without, to the receiving party's knowledge, any restriction on use or disclosure.

"**DELCO**" means DELCO AUTOMATION INC., a corporation organized under the laws of Saskatchewan, and all of its various business names and Marks, including but not limited to IPFusion, DELCO Technology, and DELCO Water;

"**DELCO Software**" means the software systems designed and owned by DELCO, including but not limited to:

(a) the IPFusion® CONTROL Software, namely:

(i) a multi-tier permissions architecture platform to enhance the audio-visual-data capabilities of applications, for the integration, consolidation and management of multiple informatics applications and devices; and

(ii) information management control software which provides a platform to collect, integrate, consolidate and manage multiple informatics applications and devices by collecting and correlating events from disparate devices and information systems such as access control, sensors, analytics, networks, building systems, video surveillance and video management systems, cameras, intercoms, public address, asset tracking, alarm annunciation, perimeter intrusion detection, life critical systems, radar, analytics, Heating, Ventilation and Air Conditioning (HVAC), Perimeter Intrusion Detection Systems (PIDS), Global Positioning System (GPS) tracking, lock down, Global Information System (GIS) mapping, communication and mobile communication applications, Closed Circuit Television (CCTV) Video Management, Command and Control, Mass Notification Systems, Access Control, Database Consolidation, Cloud, Near Field Communications, Security Networks, Mobile/Personal Digital Assistant (PDA), Biometric Identification, Physical System Information Management (PSIM), Human Machine Interfaces (HMI), and other related systems,

(b) the IPFusion® LIVE Software, namely:

(i) SaaS services featuring software for collecting, aggregating, transforming, normalizing, visualizing, monitoring, and analyzing telemetry, operational, and sensor data from sensors, instruments, devices, industrial equipment, automation systems, building systems, and Internet of Things (IoT) devices;

(ii) SaaS services featuring software for integrating and consolidating data from multiple systems and devices into a single interface;

(iii) SaaS services featuring software for monitoring system health, device status, communications, and operational events and for generating alerts, alarms, notifications, reports, dashboards, and audit records;

(iv) SaaS services featuring software for workflow automation, rules-based processing, and remote device management;

(v) SaaS services featuring software for analyzing telemetry and operational data, generating data insights, identifying patterns and anomalies in data, forecasting operational conditions, and providing predictive analytics, using artificial intelligence, machine learning, and large language models; and

(vi) platform as a service ("PaaS") featuring computer software platforms for monitoring and managing remote systems, devices, and industrial operations;

(c) any updates, upgrades or enhancements of the foregoing provided to the Licensee, whether pursuant to this Agreement or through the provision of Technical Support; and

(d) all files, media and Documentation with respect to the foregoing.

"**Documentation**" means any electronic help functions or support handbooks for the DELCO Software, as applicable.

"**Effective Date**" means the earliest date on which the DELCO Software is acquired, purchased or installed by the Licensee, or the date this Agreement is entered into.

"**ISR**" means an Incremental Software Release provided as part of Technical Support.

"**License Fees**" means the fees agreed to between the parties from time to time.

"**Licensee Materials**" means all rights, title and interest, including all intellectual property rights, in any and all Confidential Information, existing software and infrastructure, and other information of the Licensee.

"**Licensee System Infrastructure**" means the hardware, network infrastructure and system software of the Licensee on which the DELCO Software will operate.

"**Marks**" means any trademarks, whether registered or not, which may be established by common law, owned and used by DELCO from time to time in Canada, the United States, or any other jurisdiction, including but not limited to DELCO®, IPFUSION®, VIDEOFUSION, IPFUSION CONTROL, IPFUSION LIVE and DELCO LIVE.

"**Permitted Use**" means the following permitted uses of the DELCO Software:

(a) The DELCO Software is to be used as an information management and control software which provides a platform to collect, integrate, consolidate, and manage multiple systems and devices by collecting and correlating events from disparate devices and information systems;

(b) The DELCO Software components and custom development is to be used to consolidate and display transactional system log information from other software into a single report;

(c) The DELCO Software is permitted to be used on systems meeting the minimum requirements defined in the Delco Software product documentation; and

(d) The DELCO Software may be installed on or accessed by a maximum of one (1) workstation per License.

"**Personal Information**" means information in respect of which the Licensee is legally responsible under Privacy Laws (whether or not recorded) that is about an identifiable individual (including as defined or deemed as such pursuant to any applicable Privacy Laws).

"**Privacy Laws**" means any laws applicable to the Licensee relating to the protection of Personal Information.

"**SaaS**" means software as a service.

"**Software Changes**" has the meaning given by Section 2.04.

"**Technical Information**" has the meaning given by Section 2.05.

"**Technical Support**" means the correction of an error or deficiency in the DELCO Software.

"**Term**" has the meaning given by Section 5.01.

"**Third-Party Products and Services**" has the meaning given by Section 4.02(d)(ii).

"**User**" means each individual employee, agent, associate, contractor, service provider and other representatives of the Licensee who, subject to compliance with the license of DELCO Software granted herein, are authorized by the Licensee to use the DELCO Software.

"**Workstation**" means a site or workstation from which the Licensee may install and access the DELCO Software.

1.02. Gender, Tense

In this Agreement, except where the context or the subject matter otherwise requires:

(a) reference to the plural shall include the singular and vice versa, and reference to the neuter shall include the feminine and masculine genders, and vice versa, as the context may require; and

(b) reference to any statute shall be deemed to extend to and include any duly and validly enacted amendment to, re-enactment of or substitution for such statute.

1.03. Headings, Sections

The division of this Agreement into articles, sections, subsections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.04. Proper Law

This Agreement shall be interpreted by and governed in accordance with the laws in force in the Province of Saskatchewan, and all statutes and regulations referred to in this Agreement, unless otherwise specifically identified, are statutes and regulations of the Province of Saskatchewan.

2. SOFTWARE DELIVERY AND GRANT OF LICENSE

2.01. Software Delivery

DELCO shall make the DELCO Software available to the Licensee, as applicable to the particular DELCO Software licensed by the Licensee, by:

(a) delivering, upon request, one or more copies of the DELCO Software in object code format; and/or

(b) providing the Licensee and its Users with access to DELCO Software that is hosted or made available by DELCO through a website, cloud-based platform, hosted environment, application, portal, or other online service.

The DELCO Software is only licensed to the Licensee, not sold.

2.02. License of the DELCO Software to the Licensee

Subject to the terms of this Agreement, DELCO grants to the Licensee a limited, non-exclusive, non-transferable, non-assignable license (without the right to sublicense) to:

(a) install the DELCO Software and use the DELCO Software, including any Documentation; and/or

(b) access and use any DELCO Software made available by DELCO as a hosted, cloud-based, web-based, or other remotely accessible service, including any Documentation,

all subject to the Permitted Use.

The Licensee shall ensure that all Users comply with the terms of this Agreement.

2.03. Limits on Use of License

(a) The Licensee and the Users may use the DELCO Software within the scope of license, for the Term, solely for the Permitted Uses identified herein, and subject to the applicable license parameters, features, functionality, capacity, usage limits, or other entitlements granted to the Licensee from time to time by DELCO, upon the payment of appropriate License Fees. Use in excess of any license parameter will require additional User or Workstation licensing at additional license cost;

(b) The Licensee shall comply with all restrictions on the use of Third-Party Products and Services that the Licensee is subject to under the terms of those licenses or other agreements or arrangements with the third party licensor.

(c) The Licensee shall use the DELCO Software solely for the purposes outlined in Permitted Uses. Neither the Licensee, nor its respective Users are authorized to sublicense, distribute, transfer, or otherwise make the DELCO Software available to any other person or entity, unless expressly permitted by DELCO in writing.

(d) The Licensee may authorize its employees, associates, contractors, consultants, service providers, and other persons acting on its behalf of the Licensee to access and use the DELCO Software as Users, provided that such access and use is solely for the benefit of the Licensee and within the scope of the Licensee's Permitted Uses. The Licensee is

responsible for all Users authorized by the Licensee and shall ensure that such Users comply with the applicable terms of this Agreement.

(e) The DELCO Software is licensed to the Licensee under the terms of this Agreement, but no title or other interest in the DELCO Software passes to the Licensee.

Except as strictly necessary for the Licensee to exercise the express rights described in this Agreement, the Licensee MAY NOT, NOR SHALL ANY USER, AUTHORIZE OR PERMIT ANY PERSON, ENTITY OR ARTIFICIAL INTELLIGENCE TO MODIFY, ADAPT, TRANSLATE, RENT, LEASE, SUBLICENSE, LOAN, RESELL, DISPLAY, DISTRIBUTE, NETWORK, OR CREATE DERIVATIVE WORKS BASED UPON, THE DELCO SOFTWARE OR ANY PART OF IT or, either directly or indirectly, decompile, reverse engineer, disassemble, or otherwise reduce the DELCO Software to another form or derive the source code for the DELCO Software.

2.04. Intellectual Property Rights

(a) As between the Licensee and DELCO, DELCO is and shall remain the sole owner of all right, title, and interest in and to the DELCO Software, including all modifications made specifically for the Licensee, any upgrades and updates to the DELCO Software, and error corrections, (collectively, "**Software Changes**") and to all intellectual property rights embodied in or related to Software Changes. No rights to Software Changes are granted (whether by implied license or otherwise), to the Licensee, except for the license provided in Section 2.02. If the Licensee or any of their personnel acquire any right, title, or interest to any Software Changes, the Licensee hereby assigns and will cause such individual to execute any documents required to evidence the assignment of all such right, title and interest to DELCO. DELCO hereby reserves all rights in and to the DELCO Software that are not expressly granted or otherwise transferred to the Licensee in Section 2.02 above. For greater certainty, all intellectual property rights, and all title and interest in and to the DELCO Software and Documentation, including any customizations developed by DELCO or its contractors, are and shall remain the exclusive property of DELCO or its contractors, as the case may be, and the Licensee shall not acquire any rights to them except for the license rights granted by this Agreement. Notwithstanding the foregoing, Software Changes do not include any modifications or expansions DELCO creates for the Licensee Materials.

(b) The Licensee agrees that the Marks are trademarks of DELCO and the Licensee agrees to not remove, obscure or alter any proprietary notices affixed to or contained within the DELCO Software. The Business Names and Marks shall not be identified or used for any purpose by the Licensee without the prior written consent of DELCO.

(c) Any goodwill arising from the Licensee's use of the DELCO Software and Marks shall inure solely to the benefit of DELCO. The Licensee shall not take any action that could be detrimental to the goodwill associated with the Marks or with DELCO.

(d) End User telemetry data, instrumentation data, and other data collected, stored, and analyzed by DELCO Software from Licensee devices or systems will remain the property of the Licensee. All such data may be accessed and used by DELCO for product support, analysis, and improvement of the DELCO Software.

(e) Works such as dashboards, reports, workflow logic, and any other user configured or designed elements created by/within the DELCO Software by the Licensee, are property of the Licensee. Works may be accessed and used by DELCO for product support, analysis, and improvement of the DELCO Software.

2.05. Enhancements

Unless otherwise provided in an agreement in writing between the parties, DELCO shall have the right to use, and to transfer to a subcontractor or licensor, all recommendations, ideas, techniques, know how, designs, methods, improvements, suggestions for improvement and any other technical information (collectively, "**Technical Information**") relating to the DELCO Software, but excluding Licensee Materials, provided by the Licensee or its employees, without royalty or any other obligation whatsoever to the Licensee or employees, and the Licensee transfers to DELCO (and shall ensure the employee has transferred) all of its legal rights in and to such technical information of every nature and kind, including without limitation patent or copyright rights. Unless agreed otherwise in writing, DELCO or its subcontractors or licensors reserves title, ownership, and all other rights including copyrights, trademarks, trade names, service marks and designs, and any other proprietary rights for the changes it makes to the DELCO Software. If the Licensee pays the cost of developing changes or enhancements to the DELCO Software, or if any changes or enhancements are provided by DELCO to its customers generally at no additional cost, or as part of an ISR, pursuant to DELCO's support obligations, the Licensee shall receive the right to use those changes or enhancements, as part of its license of the DELCO Software.

2.06. Licensee Covenants

The Licensee shall:

(a) confirm that Licensee System Infrastructure conforms as of the date hereof and continues during the Term to conform with DELCO's requirements from time to time;

(b) procure and install any modifications or upgrades required to enable connectivity and interoperability;

(c) pay DELCO the License Fees;

(d) provide DELCO the necessary secure access to the Licensee System Infrastructure to enable DELCO to deploy the DELCO Software contemplated by this Agreement; and

(e) ensure it, and its Users comply with all requirements of the *Canada Anti-Spam Law* ("CASL"), as same may be amended or replaced, or any comparable or equivalent law in the jurisdictions in which the Licensee operates. The Licensee and its Users shall ensure that they will have advance consent from all intended recipients of messages to be generated by the DELCO Software.

2.07. Relief for Breach

The Licensee specifically assumes all responsibility and liability for compliance by their Users with the terms of this Agreement, including, without limitation, the terms of the license of the DELCO Software and the obligations set out in this Article 2 above. The Licensee acknowledges and agrees that breach of this Article 2 will cause irreparable harm to DELCO for which the award of monetary damages may be inadequate. The Licensee agrees that in the event of any breach of this Article 2, DELCO shall be entitled to:

(a) seek injunctive relief;

(b) immediately terminate the license granted in this Agreement;

(c) require that the Licensee cease use of and return the DELCO Software, including erasing all copies in any media; and

(d) seek any other legal or equitable remedies available to DELCO.

This Section 2.07 shall survive termination of this Agreement.

3. AUDIT

3.01. Audit Provision

DELCO shall have the right to audit the use by the Licensee of the DELCO Software under this Agreement, which audit may be conducted without notice to the Licensee by DELCO's secure access to the Licensee System Infrastructure. Further, upon reasonable request, the Licensee shall provide DELCO and its agents with access to the systems, operations, books, records and supporting documentation reasonably sufficient to allow DELCO to audit compliance with the terms of this Agreement. The Licensee will not block or interfere with DELCO's audit, but may use encryption technology or firewalls to help protect the Licensee's Confidential Information. If as a result of such audit DELCO claims that the Licensee is contravening the Permitted Use, the Licensee will promptly pay to DELCO all amounts which ought to have been paid based on actual usage by the Licensee.

4. WARRANTIES AND LIMITATION OF LIABILITY

4.01. Warranties

The DELCO Software is being licensed subject to and in accordance with the warranties as described below:

(a) *Warranties*. DELCO warrants that:

(i) it has the right to license the DELCO Software to the Licensee for the purposes and subject to the terms and conditions set forth in Article 2; and

(ii) it has not infringed the patent or copyright of any third party. If a third party asserts a claim against the Licensee that the DELCO Software infringes such third party's trade secret, patent or copyright, DELCO will defend, indemnify and hold harmless the Licensee from and against all claims by the third party. DELCO may, at its sole option, settle such claim if such settlement does not include any financial penalty or obligation to Licensee. DELCO shall pay any amounts to the third party finally awarded by a court of competent jurisdiction against the Licensee or included in a settlement approved by DELCO.

(b) *Warranty Exclusions*. **Except as set forth in this Section 4.01, no other warranty with respect to the DELCO Software is made by DELCO and DELCO expressly disclaims any other warranties, including without limitation, any warranty or merchantability or fitness for a particular purpose, data accuracy or integrity, non-infringement or quiet enjoyment**.

DELCO does not represent or warrant that: (i) the DELCO Software will operate error-free; (ii) the Licensee's use of the DELCO Software will be uninterrupted; (iii) all defects will be identified, reproducible, or resolved; or (iv) the DELCO Software will be immune from unlawful or unauthorized access or use by third parties, including computer hacking, tampering, corruption or destruction of the DELCO Software, or any data or images displayed, transmitted or stored in the DELCO Software.

4.02. Conditions and Limitations of Warranties

The warranties described in Section 4.01 are subject to the following conditions:

(a) the DELCO Software is installed in accordance with all of DELCO's installation instructions;

(b) the DELCO Software is maintained in compliance with all recommended and scheduled maintenance instructions provided by DELCO;

(c) if the Licensee transfers or relocates the DELCO Software, all obligations under the warranties described in Section 4.01 terminate unless the Licensee receives DELCO's prior written consent for the transfer or relocation; and

(d) the warranties do not cover:

(i) Any defect or deficiency that results from:

(A) any unauthorized alteration, or any improper storage, handling, use or maintenance, or any extraordinary use of the DELCO Software;

(B) failure to follow in all material respects DELCO's written recommendations or instructions;

(C) using or combining the DELCO Software with products or services of others or with incompatible products or services of DELCO, other than under DELCO's authorization or direction, including but not limited to any product or service that does not properly and unambiguously exchange data with the DELCO Software in accordance with DELCO's specifications;

(D) any of the designs, specifications or instructions of the Licensee (except if those designs, specifications or instructions were provided to DELCO at DELCO's request, and were used in creating the DELCO Software); or

(E) any cause external to the DELCO Software as furnished by DELCO and beyond DELCO's reasonable control; and

(ii) Third-Party Products and Services. The DELCO Software may use, integrate with, rely upon, or be hosted on third-party products, services, infrastructure, software, platforms, frameworks, libraries, networks, data centres, cloud computing services, APIs, telecommunications services, and other technologies or services ("**Third-Party Products and Services**"). DELCO does not control and makes no representation or warranty regarding the availability, performance, reliability, security, functionality, or continued operation of any Third-Party Products and Services. Third-Party Products and Services are subject to the applicable terms, conditions, warranties, service levels, and limitations of their respective third-party providers, if any. SUCH THIRD-PARTY PRODUCTS AND SERVICES ARE MADE AVAILABLE "AS IS". Copies of, or information regarding applicable third-party terms and conditions may be made available by DELCO upon request.

4.03. Exclusion

The express warranties in this Agreement are in lieu of all other express or implied warranties including, but not limited to, warranties of merchantability and fitness for a particular purpose. No other warranties, express or implied, are given.

4.04. Total Liability Limit

DELCO's liability for damages for any cause, whether in contract or in tort or otherwise, shall in no event exceed the total amount paid to DELCO by the Licensee, for the License under this Agreement.

4.05. Consequential Damages

In no event shall any party be liable for any indirect, incidental or consequential damages, including, but not limited to, loss of data, loss of profits, loss of production and business interruption.

5. TERM AND TERMINATION

5.01. Term

The term of this Agreement shall commence on the Effective Date and continue in force until the termination of this Agreement (the "**Term**").

5.02. Termination on Breach

(a) DELCO may terminate this Agreement immediately upon written notice if License Fees are not paid by the Licensee when due; or

(b) If the Licensee breaches any provision of the Agreement and does not cure the breach, or has not commenced steps to cure the breach, within five (5) days after written notice from DELCO, DELCO may, in its discretion, terminate this Agreement by written notice to the Licensee and pursue such other remedies that may be available at law or in equity.

5.03. Effect of Termination

Upon termination of this Agreement:

(a) the Licensee, and all Users, shall cease using the DELCO Software at all Workstations or otherwise, and erase the DELCO Software from the Licensee System Infrastructure and will further erase any backup copies of the DELCO Software, and will provide evidence thereof to DELCO;

(b) neither party shall have any further obligations hereunder, except for obligations incurred prior to the date of termination, and for obligations, promises, or covenants contained herein which expressly extend beyond the Term of this Agreement;

(c) the termination of this Agreement will not relieve the Licensee of any of its obligations to make payment to DELCO for remaining License Fees to the end of the Term;

(d) DELCO shall suspend any services to be performed by DELCO, including Technical Support.

5.04. Retention of Data by DELCO

Upon termination of this Agreement, DELCO may retain, in perpetuity:

(a) End User telemetry data, instrumentation data, and other data collected, stored, processed, or analyzed through the DELCO Software; and

(b) dashboards, reports, workflow logic, configurations, and other elements created, configured, or stored by the Licensee or its Users within the DELCO Software,

subject to the terms of this Agreement and applicable law. The Licensee may submit a written request to DELCO requesting deletion of such data. DELCO will use commercially reasonable efforts to delete the requested data from systems within DELCO's control within **ninety (90) days** following receipt of a valid deletion request. DELCO cannot guarantee deletion from systems operated or controlled by third parties except to the extent DELCO has the technical ability to cause such deletion. DELCO may also retain data to the extent required by applicable law or reasonably necessary for legal, regulatory, security, fraud prevention, dispute resolution, or enforcement purposes.

5.05. Force Majeure

Neither party shall be deemed to be in default in respect of the performance of any of the terms of this Agreement, other than a term requiring the payment of any sum for services already rendered, to the extent such failure or delay in performance is directly caused by an act of God, war-like operation, insurrection, riot, strike, lockout, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, or other similar cause beyond the control of such party, other than lack of funds or other financial reason. The party subject to a force majeure event shall immediately notify the other party of the occurrence of such event and take all reasonable steps and best efforts to restore its ability to perform and to perform its obligations under this Agreement. In the event that operations hereunder are suspended due to force majeure for more than sixty (60) days and during such period DELCO is unable to perform its obligations, then Licensee shall have the option to terminate this Agreement upon notice to DELCO.

6. CONFIDENTIALITY AND PERSONAL INFORMATION

6.01. Nondisclosure

Except as required to perform their respective obligations hereunder, the parties will not use or disclose the other party's Confidential Information. DELCO and the Licensee will each:

(a) secure and protect the other party's Confidential Information by using a level of care consistent with the maintenance of its own confidential and proprietary information of like kind but in no event less than a reasonable degree of care, and

(b) advise each of their respective employees, agents and independent contractors who have access to such Information of the terms of this Section 6.01.

Notwithstanding the foregoing, either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, in which case such party will so notify the other party, to the extent legally permissible, as soon as practicable and in any event prior to such party making such required disclosure, and will take all reasonable steps to object to the disclosure of that information, to the extent permitted by the applicable law.

6.02. Confidentiality by Employees, Agents and Independent Contractors

All employees, agents and independent contractors of DELCO and the Licensee will be deemed bound by the terms of this Section 6.02 prior to receiving the other party's Confidential Information. Each party shall require all of its employees, agents and independent contractors to execute confidentiality agreements sufficient to protect the other party's rights hereunder prior to receiving access to any of the other party's Confidential Information.

6.03. Exchange of Information with Other Customers

Notwithstanding the foregoing, DELCO may exchange information respecting problems reported in the DELCO Software with other DELCO customers who use that software, solely for the purposes of determining the prevalence or source of errors or arriving at appropriate error corrections. Any such exchange of information shall not include any information which identifies Licensee, or provides any of Licensee's Confidential Information.

6.04. Personal Information

(a) Neither DELCO nor any subcontractor of DELCO acquires any right to any Personal Information of any person which may be stored on the Licensee System Infrastructure or otherwise accessed by DELCO in the course of its work under this Agreement.

(b) the Licensee shall ensure that any Personal Information contained in any document provided to DELCO for the purpose of providing software support, will be removed from that document before the document is sent to DELCO. The intended result of the foregoing is that DELCO will not have possession of any Personal Information.

(c) DELCO hereby agrees that in order to carry out its duties and obligations under its agreement(s) with the Licensee, DELCO may have access to Personal Information from time to time, and that at all times DELCO, if dealing with Personal Information, will comply with the requirements of all Privacy Laws.

6.05. Use of Data

Licensee agrees that DELCO may collect and use technical data related to DELCO Software performance for the sole purpose of analyzing and improving the DELCO Software performance or to provide customized services or technologies to the End User.

6.06. Relief for Breach

DELCO and Licensee agree that the disclosing party would be irreparably injured by a breach of Confidential Information and that the disclosing party shall be entitled to equitable relief, including injunctive relief and specific performance in the event of any such breach of Confidential Information other than where such breach was in fact a disclosure pursuant to an order of a court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for a breach of Confidential Information under this Agreement but shall be in addition to all other remedies available in law or in equity.

7. GENERAL

7.01. Time of the Essence

Time shall be of the essence of this Agreement.

7.02. Whole Agreement

This Agreement constitutes the whole agreement between the Licensee and DELCO with respect to licensing the DELCO Software. In the event of any inconsistency between this Agreement and any other agreements executed between the parties, this Agreement shall govern.

7.03. Successors

This Agreement will enure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, executors, administrators, successors and permitted assigns.

7.04. Assignment

(a) DELCO may sell, assign, delegate, or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Licensee.

(b) The Licensee shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of DELCO. A Change of Control without the prior written consent of DELCO is deemed to be an assignment of this Agreement.

(c) Subject to the restrictions in this Section 7.04, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

7.05. Notices

(a) Any notice to be given by any party to another will be deemed to be given when in writing and delivered during regular business hours on any business day to the address for notice of the intended recipient. Notice may be delivered to the Licensee by email.

(b) All communication to and from the Licensee will be to the attention of its Authorized Representative.

(c) The address for a notice to the Licensee will, until changed, be as delivered to DELCO at the time of purchase of the DELCO Software.

(d) The address for a notice to DELCO will, until changed, be 3714 Kinnear Place, Saskatoon, Saskatchewan, S7P 0A6.

(e) A party may by notice to the other party change its address for notice and will so change its address for notice whenever the existing address for notice ceases to be adequate for delivery by hand.

7.06. Further Acts

The parties will execute and deliver all such further documents and instruments and do all such further acts and things as any other party may reasonably require to carry out the full intent and meaning of this Agreement.

7.07. Waivers

No consent or waiver, express or implied, by any party to or of any breach or default by any other party of any or all of its obligations under this Agreement will:

(a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Section;

(b) be relied upon as a consent or a waiver to or of any other breach or default of the same or any other obligation;

(c) constitute a general waiver under this Agreement; or

(d) eliminate or modify the need for a specific consent or waiver pursuant to this Section in any other subsequent instance.

7.08. Delivery

By installation of the DELCO Software on any Licensee System Infrastructure or Workstations, the Licensee hereby explicitly accepts and agree to the terms of this Agreement, and additional delivery of that acceptance by any electronic means shall be equally effective as delivery of a manually executed counterpart of this Agreement.

7.09. Dispute Resolution

If a dispute arises among the parties to this Agreement, which dispute DELCO or the Licensee has determined to bring forward for resolution under this Agreement, the parties agree to resolve the dispute in accordance with the following procedures:

(a) The parties in dispute shall meet to attempt, in good faith, to resolve the dispute by negotiation, either directly or through the assistance of such advisors as they may engage.

(b) If, within seven days, the parties do not reach agreement on the resolution of the dispute the parties agree to refer such dispute to arbitration.

(c) Save and except for claims by DELCO for recovery of compensation, all disputes arising out of or relating to the Agreement, or in respect of any legal relationship associated with or derived from the Agreement, shall be arbitrated and finally resolved by a single arbitrator pursuant to The Arbitration Act, 1992 (Saskatchewan). The place of arbitration shall be Saskatoon, in the Province of Saskatchewan. The language of the arbitration shall be English.

(d) Nothing in this Section 7.09 shall preclude either party from commencing legal proceedings.

7.10. Survival of Terms

The following provisions shall survive any termination or expiry of this Agreement: Sections 2.04 (Intellectual Property Rights), 2.05 (Enhancements), and 2.07 (Relief for Breach), Article 4 (Warranties and Limitation of Liability), Article 5 (Term and Termination), Article 6 (Confidentiality and Personal Information).