OverVue Planning Systems Inc.

SOFTWARE END USER LICENCE AGREEMENT

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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   "**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.

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1.4   "**Licence Fees**" means the licence fees described in the Order Form, including all taxes thereon, paid or required to be paid by Licensee for the licence granted under this Agreement.

1.5   "**Order Form**" means the order form filled out 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.

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

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

1.8   "**Term**" has the meaning set forth in Section 10.

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

1.10   "**Usage Fees**" means the task-based usage fees described in the Order Form, including all taxes thereon, paid or required to be paid by Licensee for the use of the Software under this Agreement.

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      (b)   will be subject to the terms and conditions of this Agreement; and

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(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;

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(d)　　combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

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(g)　　except as expressly set forth in Section 2.1 and Section 2.3, copy the Software or Documentation, in whole or in part;

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(i)　　use the Software or Documentation in violation of any law, regulation or rule; or

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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 6.

Further details on Licensor's collection, use and treatment of data and information can be found in its Privacy Policy.

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 the Software and Documentation are provided under licence, and not sold, to Licensee. 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 and its licensors and service providers reserves and shall retain their 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 use commercially reasonable efforts to 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.   Payment. All Licence Fees and Usage Fees are payable in advance in the manner set forth in the Order Form and are non-refundable, except as may be expressly set forth herein. 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.

10.   Term and Termination.

10.1   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**").

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

10.3   Licensor 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 ten (10) days after Licensor provides written notice thereof.

10.4   Licensor 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.

10.5   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. 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.

11.   Warranty Disclaimer.

11.1   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.

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

12.1   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.

12.2   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 OF LICENSE FEES PAID TO THE LICENSOR UNDER THIS AGREEMENT.

12.3   THE LIMITATIONS SET FORTH IN SECTION 12.1 AND SECTION 12.2 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

13. <u>Export Regulation</u>. 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.

14. <u>Miscellaneous</u>.

14.1 <u>Governing Law</u>. This Agreement and all related documents[, including all exhibits attached hereto], 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 Province of Nova Scotia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Province of Nova Scotia.

14.2 <u>Choice of Forum</u>. 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 the Province of Nova Scotia, and each Party irrevocably submits to the non-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. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

14.3 <u>Force Majeure</u>. 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.

14.4 <u>Notices</u>. 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 facsimile 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 fifth 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).

14.5 <u>Entire Agreement</u>. This Agreement, together with the Order Form, all schedules and exhibits attached hereto and all other documents that are incorporated by reference herein, 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.

14.6   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 14.6 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.

14.7   Successors and Assigns; No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective 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.

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

14.9   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.

14.10   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.

14.11   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.

14.12   Language. The parties confirm that it is their express wish that this Agreement, as well as any other documents related to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur

volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

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