

## SOFTWARE LICENSE AGREEMENT

The following is the Palmas Development Corporation (the “**Corporation**”) license agreement (the “**License Agreement**”) for the free version of its proprietary computer software program “**SpendMap**”, the online help system and other documentation, and all related materials (each, a “**SpendMap Licensed Material**”). This License Agreement is a legal agreement between you, individually, if you are agreeing to it in your own capacity, or if you are authorized to acquire SpendMap on behalf of your company or organization, between the entity for whose benefit you act (either you, individually, or the entity for whose benefit you act, the “**Customer**”) and the Corporation.

BEFORE INSTALLING SPENDMAP, PLEASE CAREFULLY READ THIS LICENSE AGREEMENT. BY INSTALLING, ACTIVATING OR USING SPENDMAP, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS LICENSE AGREEMENT, PLEASE CONTACT THE CORPORATION AT THE ADDRESS OR EMAIL DESCRIBED BELOW. IF, PRIOR TO INSTALLING, ACTIVATING OR USING SPENDMAP, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THE LICENSE, YOU HAVE NO RIGHT TO USE SPENDMAP. IN THIS CASE, DO NOT ATTEMPT TO INSTALL SPENDMAP BY ANY MEANS AND IF YOU HAVE ALREADY DONE SO, PROMPTLY DELETE THE SPENDMAP LICENSED MATERIALS.

### GRANT OF LICENSE

Subject to the terms and conditions of this License Agreement, the Corporation hereby grants to the Customer a personal, revocable, non-exclusive, royalty free, non-transferable and non-assignable license to install and use the SpendMap Licensed Materials hereafter provided to the Customer by the Corporation.

### TERM

The term of this License Agreement shall commence upon the date that the Customer installs or uses any of the SpendMap Licensed Materials, and shall continue for an indefinite period unless terminated in a manner set forth in this License Agreement (“**Term**”). Unless otherwise authorized by the Corporation, the Customer must destroy all copies and component parts of the SpendMap Licensed Materials licensed under this License Agreement immediately upon termination of this License Agreement, and the Customer may be required to provide proof of such destruction to the Corporation. Upon the termination of this License Agreement, the license to install or use any of the SpendMap Licensed Materials shall immediately terminate and the Customer shall promptly stop all use of the SpendMap Licensed Materials.

### RESTRICTIONS ON USE

The Customer will only use the SpendMap Licensed Materials in accordance this License Agreement and all applicable laws and regulations. In order to use the SpendMap Licensed Materials, the Customer must have the right and authority to enter into this License Agreement and must be over the age of majority. The Customer agrees that it will not use the SpendMap Licensed Materials to commit any crime or other illegal or tortious act in any jurisdiction

worldwide. The Customer's rights to the use of SpendMap Licensed Materials shall commence on the date that the Customer installs or uses any of the SpendMap Licensed Materials and shall terminate on the expiry of the Term.

## **PROPRIETARY RIGHTS OF THE CORPORATION**

The Customer acknowledges that the SpendMap Licensed Materials are subject to the proprietary rights of the Corporation. As such, the SpendMap Licensed Materials, and all copies thereof, remain the property of the Corporation. The Customer agrees that the ideas and expressions contained in the SpendMap Licensed Materials are trade secrets of the Corporation, are protected by civil and criminal law, and by the law of copyright, and are very valuable to the Corporation and that their use and disclosure must be carefully and continuously controlled. The Customer further understands that the SpendMap Licensed Materials are subject to the copyright laws of Canada and international copyright laws. The Corporation retains all title and ownership and reserves all rights, including copyrights, trademarks, patents and other proprietary rights and interest, in and with respect to SpendMap Licensed Materials furnished pursuant to this License Agreement, subject only to Customer's personal, revocable, non-exclusive, royalty free, non-transferable and non-assignable right to use thereof as defined in this License Agreement. The Customer shall keep each and every item to which the Corporation retains title free and clear from all claims, liens and encumbrances except those of the Corporation, and any act of the Customer, whether voluntary or involuntary, purporting to create a claim, lien or encumbrance on any such items in favour of anyone other than the Corporation shall be void. To protect the proprietary rights of the Corporation to SpendMap Licensed Materials, the Customer agrees to comply with the requirements for the use of SpendMap Licensed Materials as set forth in this License Agreement.

## **FEEDBACK**

The Customer may provide the Corporation with feedback on the SpendMap Licensed Materials, including, without limitation, feedback on bugs and faults within or relating to the SpendMap Licensed Materials, or suggestions for improvements or other changes to all or any portion of the SpendMap Licensed Materials. The Customer hereby agrees that the Corporation shall own all feedback, ideas, concepts and changes to any portion of the SpendMap Licensed Materials identified in the course of or as a result of the Customer's use of the SpendMap Licensed Materials, and the Customer hereby assigns to the Corporation all of its right, title and interest thereto.

## **TITLE TO CERTAIN COPYRIGHT**

The Customer acknowledges that title to copyright of all barcode printing and displaying technology provided in SpendMap is owned and shall remain with TAL Technologies Inc. and that title to copyright of the fax creation and transmission technology provided in SpendMap is owned by and shall remain with Data Techniques Inc. and that title to copyright of the JPEG decoding/decompression software technology provided in SpendMap is owned by and shall remain with Black Ice Software, LLC and that title to copyright of the PDF file creation technology provided in SpendMap is owned by and shall remain with Amyuni Technologies and that title to copyright of the balance of the technology provided in SpendMap is owned by and

shall remain with 1606902 Ontario Incorporated or their respective copyright holder. The Corporation represents that, under license agreements with the above listed copyright holders, it is duly licensed and has full and absolute right, by virtue of such licenses, to enter into and to carry out the terms of this License Agreement.

Web-based Calendar Control

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Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

### **COPIES OF SPENDMAP LICENSED MATERIALS**

Pursuant to this License Agreement, only the Customer shall be entitled to use the copies of the SpendMap Licensed Materials, and such use is limited to use during the Term. Unless prior written consent is provided by the Corporation, the Customer may not make any copies of SpendMap Licensed Materials other than for backup and disaster recovery purposes. The Customer must reproduce and include the Corporation's copyright notice on each such copy. Except as expressly provided in this paragraph, during such period that the Customer has possession or custody of any portion of SpendMap Licensed Materials, the Customer shall not copy, reproduce, modify, duplicate, sell, resell, rent, trade, attempt to create, attempt to extract the source code, attempt by reverse engineering or otherwise to create, decompile, re-write, or disassemble, SpendMap Licensed Materials, or any portion thereof, from SpendMap Licensed Materials or any part thereof, or other information in whatever form, made available pursuant to the terms of this License Agreement. The Customer shall not allow anyone else to copy, reproduce, modify, duplicate, sell, resell, rent, trade, attempt to create, attempt to extract the source code, attempt by reverse engineering or otherwise to create, decompile, re-write, or disassemble, SpendMap Licensed Materials, or any portion thereof, from SpendMap Licensed Materials or any part thereof, or other information in whatever form, made available pursuant to the terms of this License Agreement.

### **REQUIRED HARDWARE AND SOFTWARE**

The Customer acknowledges that the use of SpendMap requires that the Customer obtain and install additional required software programs and computer hardware (the "**Required Hardware and Software**"), as detailed in the Corporation's technical requirements documentation, which the Corporation has made available to the Customer and which may be revised from time to time at the Corporation's sole discretion. The Customer agrees that the acquisition of the Required Hardware and Software shall be at Customer's sole cost. The Customer further acknowledges that the operation of SpendMap requires the Required Hardware and Software to be of sufficient quality, condition and repair, and Customer agrees to maintain the Required Hardware and Software in the appropriate quality, condition and repair at its sole cost and expense.

### **NEGATION OF ALL WARRANTIES; LIMITATION OF LIABILITY**

THE CORPORATION MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SPENDMAP LICENSED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY WHATSOEVER INCLUDING, BUT NOT LIMITED TO, WARRANTY AS TO (I) THE SPENDMAP LICENSED MATERIALS' PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE (II) THE SPENDMAP LICENSED MATERIALS BEING ERROR-FREE OR THAT THEIR OPERATION WILL ALWAYS BE TIMELY, SECURE, ERROR-FREE OR UNINTERRUPTED; (III) THE CORPORATION'S ABILITY TO CORRECT OR FIND ALL PROGRAMMING ERRORS; (IV) THE CORPORATION'S ABILITY TO RETRIEVE ANY LOST OR DAMAGED DATA (V) THE USE OF THE SPENDMAP LICENSED MATERIALS MEETING THE CUSTOMER'S REQUIREMENTS; AND (VI) THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED BY THE CUSTOMER AS A RESULT OF USE OF THE SPENDMAP LICENSED MATERIALS. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF SPENDMAP LICENSED MATERIALS IS ASSUMED BY CUSTOMER.

ALL APPLICATION SOFTWARE IS INHERENTLY COMPLEX AND IT IS RECOMMENDED THAT CUSTOMER VERIFY THE RESULTS AND ACCURACY OF INFORMATION PRODUCED BY USING THE SPENDMAP LICENSED MATERIALS. THE CUSTOMER IS RESPONSIBLE FOR TAKING PRECAUTIONARY MEASURES TO PREVENT THE LOSS OR DESTRUCTION OF ITS DATA AND DATABASE.

THE CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR THE SELECTION AND USE OF ANY OTHER PROGRAMS, EQUIPMENT OR SERVICES USED DIRECTLY OR INDIRECTLY IN CONJUNCTION WITH SPENDMAP LICENSED MATERIALS, AS WELL AS FOR THE RESULTS OBTAINED THEREFROM.

THE CORPORATION MAKES NO WARRANTY TO ANY THIRD PARTY WITH RESPECT TO THE SPENDMAP LICENSED MATERIALS AND THE CUSTOMER SHALL BE SOLELY RESPONSIBLE THEREFOR.

NEITHER THE CORPORATION NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, DELIVERY, INSTALLATION, TRAINING, SUPPORT OR ANY OTHER ACTIVITY OR PRODUCT RELATED TO THE SPENDMAP LICENSED MATERIALS, OR ANY PORTION THEREOF, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY DAMAGES RELATED TO THE CORRUPTION OR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OTHER INTANGIBLE LOSS OR FOR ANY LOSSES OR INJURIES ARISING OUT OF THE USE, THE RESULTS OF THE USE, OR AN INABILITY TO USE THE SPENDMAP LICENSED MATERIALS, EVEN IF THE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

THE CUSTOMER ACKNOWLEDGES THAT THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS AGREEMENT REFLECT THE FACT THAT THE SPENDMAP LICENSED MATERIALS ARE MADE AVAILABLE AT NO CHARGE.

APPLICABLE LAW MAY IMPLY WARRANTIES THAT CANNOT BE EXCLUDED OR CAN BE EXCLUDED ONLY TO A LIMITED EXTENT. THIS AGREEMENT SHALL BE READ AND CONSTRUED SUBJECT TO SUCH LAWS.

ALTHOUGH THE PARTIES AGREE THAT THE CORPORATION WILL NOT BE LIABLE FOR ANY TYPE OF DAMAGES, IN THE EVENT THAT THE CORPORATION IS FOUND TO BE LIABLE FOR ANY TYPE OF DAMAGES, THE CORPORATION WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS LICENSE AGREEMENT, THE SUM OF TWENTY FIVE CANADIAN DOLLARS.

### **NEW VERSIONS**

The Corporation is under no obligation to provide the Customer with any bug fixes, service packs, hot fixes, updates, upgrades, enhancements, modifications, and new releases or versions of the SpendMap Licensed Materials (each, an “**Update**”). The Corporation may provide free Updates of SpendMap Licensed Materials from time to time at its sole discretion. The Customer agrees that the Corporation shall not be liable for any modification of the SpendMap Licensed Materials. All Updates of SpendMap Licensed Materials will be subject to the terms and conditions of this License Agreement or such agreement, if any, which accompanies such Updates.

The Corporation may make changes to the terms of the License Agreement from time to time. The Corporation will make a new copy available through use of an on-screen prompt which will allow the Customer to either accept the revised License Agreement or terminate use of the software.

### **NO MAINTENANCE**

This License Agreement does not provide for any maintenance or support of SpendMap other than limited automated support. If the Customer wishes to obtain additional or personal maintenance or support, it may enter into a paid agreement with the Corporation.

### **UNAUTHORIZED ACTS**

Nothing in this License Agreement shall be construed as a grant to the Customer of any rights, other than those expressly set forth in this License Agreement. The Customer shall use its best effort and take all reasonable steps to protect the SpendMap Licensed Materials from unauthorized possession, use or knowledge of any items supplied under this License Agreement. The Customer shall notify the Corporation immediately of any such unauthorized possession, use or knowledge. The Customer will promptly furnish full details of such possession, use or knowledge to the Corporation, will assist in preventing the recurrence of such possession, use or knowledge, and will cooperate with the Corporation in any litigation against third parties deemed necessary by the Corporation to protect its proprietary rights. The Customer’s compliance with

this section shall not be construed in any way as a waiver of any rights which the Corporation may have to recover damages or obtain other relief against the Customer for its negligence or intentional harm to the Corporation's proprietary rights, or for breach of contractual rights.

## **VIOLATION OF LICENSE AGREEMENT**

The Customer acknowledges that any violation of the rights of the Corporation under this License Agreement will cause the Corporation immediate and irreparable harm. Therefore, upon any actual or impending violation of this License Agreement, the Corporation shall be entitled to the issuance of a restraining order, preliminary and permanent injunction without bond, restraining or enjoining such violation by the Customer, its successors or assigns or any entity or person acting in concert with the Customer. Such remedy shall be in addition to and not in limitation of any other remedy which may otherwise be available to the Corporation.

## **DESIGNATED USERS AND SECURITY**

Each person authorized by the Customer to access and use the SpendMap Licensed Materials (a "**Designated User**") will be assigned a unique Designated User identification name and password for access to and use of the SpendMap Licensed Materials ("**Designated User ID**"). A Designated User ID allows the Designated User to access and use the SpendMap Licensed Materials and to enter, change or delete data entered by Designated Users while accessing or using the SpendMap Licensed Materials including personal information ("**Customer Information**"). The Customer shall be responsible for ensuring the security and confidentiality of all Designated User ID's. The SpendMap Licensed Materials shall be used only by Designated Users. The Customer acknowledges that it will be fully responsible for all liabilities incurred through use of any Designated User ID (whether lawful or unlawful) and that any transactions completed under a Designated User ID will be deemed to have been lawfully completed by the Customer.

## **CONSENT TO COLLECTION OF CUSTOMER INFORMATION AND PRIVACY**

The Customer and its Designated Users will be solely responsible for providing all Customer Information. The Customer hereby grants to the Corporation all necessary licenses in and to any intellectual property rights embodied in such Customer Information necessary for the Corporation to fulfill its obligations to the Customer under this License Agreement. By submitting Customer Information about the Customer or its Designated Users to the Corporation through use of SpendMap Licensed Materials, the Customer consents to the collection, use, processing, transmission, and/or disclosure of such information by the Corporation and/or its affiliated companies, and the Customer warrants that it has obtained all consents necessary under applicable law from its Designated Users to disclose their Customer Information to the Corporation and/or its affiliated companies and for the Corporation and/or its affiliated companies to collect, use, process, transmit, and/or disclose such Customer Information in strict accordance with the Corporation's privacy policy which is available on the Corporation's website. The Parties agree to comply with all applicable privacy laws applicable to personal information that may be contained in the Customer Information. Nothing herein restricts the right of the Corporation to use such information in order to provide services to the Customer and other customers including the use of Customer Information for the purposes described herein or in an

aggregated manner which respects privacy obligations. The Customer shall not, and shall not permit any Designated User to, provide Customer Information that: (A) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation, or is defamatory, harmful to minors, obscene or child pornographic; (B) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (C) is materially false or misleading. The Corporation may take remedial action if Customer Information violates this section; provided, however, the Corporation is under no obligation to review Customer Information for accuracy or potential liability.

## **CONFIDENTIALITY**

As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether electronically, orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information shall include Customer Information; the Corporation’s Confidential Information shall include the SpendMap Licensed Materials provided hereunder; and Confidential Information of each party shall include, without limitation, the business and marketing plans, technology and technical information, product plans and designs, the results obtained from using SpendMap and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this License Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. The parties’ obligations of confidentiality shall survive termination of this License Agreement.



## COMPETITIVE USE

The Customer agrees that, during the term of this License Agreement and for a period of twelve (12) months after termination, the Customer shall not, directly or indirectly, develop for or lease, license or sell to a third party, or negotiate to contract to develop for or lease, license or sell to a third party, any software similar to that supplied under this License Agreement.

## TERMINATION

### 1. Automatic Termination

This License Agreement and the term of the license granted hereunder shall be automatically terminated if any of the following occur:

- (a) The Customer attempts to use, copy, sub-license, or convey SpendMap Licensed Materials, or any portion thereof, in a manner contrary to the terms of this License Agreement or in competition with the Corporation or in derogation of the Corporation's proprietary rights, whether such rights are explicitly stated in this License Agreement, granted by operation of law, or otherwise.
- (b) The Customer breaches any provision of this License Agreement, provided, however, that if in the opinion of the Corporation such breach was inadvertent, the Corporation may first give the Customer notice of such breach and the Customer shall thereupon have ten (10) business days from the delivery of such notice to remedy the default. The Corporation shall have, in addition to any other remedies available to it, the right to equitable relief, the Customer hereby acknowledges that other remedies are inadequate.
- (c) The Customer and the Corporation enter into any agreement for a paid version of the SpendMap Licensed Materials.

In the event of termination of this Agreement pursuant to (a) or (b) of this section "Automatic Termination", the Customer shall pay to the Corporation all attorney fees, collection fees, and related expenses, expended or incurred by the Corporation in the enforcement of any right or privilege hereunder.

### 2. Termination by the Customer

The Customer may terminate this License Agreement at any time upon the destruction of all copies of the SpendMap Licensed Materials in the Customer's possession, including, for greater certainty, all original software media and all media containing copies of the SpendMap Licensed Materials, all copies of documentation and other materials relating to the SpendMap Licensed Materials.

### 3. Termination by the Corporation

The Corporation reserves the right to terminate this License Agreement, for any reason whatsoever and in the Corporation's sole discretion, on thirty (30) days notice to the Customer.

In the event of any termination hereunder, the Customer acknowledges and agrees that the Customer may be prevented from accessing any or all of the information input by the Customer in SpendMap, and the Corporation is not obligated to provide the Customer with any data input by the Customer, in SpendMap, prior to any termination.

## **GENERAL**

### 1. Certain Rules of Interpretation

- (a) **Headings** – The captions and headings contained herein are for convenient reference only, and shall not in any way affect the meaning or interpretation of this License Agreement.
- (b) **Consent** – Whenever a provision of this License Agreement requires an approval or consent by a party to this License Agreement and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its, his or her approval or consent.
- (c) **Time** – The parties agree that time shall be of the essence in all respects of this License Agreement.
- (d) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (e) **Plurals and Gender** – The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this License Agreement to such persons or circumstances as the context otherwise permits.

### 2. Amendments

This License Agreement may not be amended, modified, superseded or cancelled, nor may any of the terms, covenants, representations or conditions thereof be waived, except as provided herein or as otherwise agreed in writing between Customer and the Corporation. No waiver by either the Customer or the Corporation of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach or any other term, covenant, representation or warranty.

### 3. Assignment and Enurement

The Corporation may assign this License Agreement without notice to the Customer. Except as may be expressly set forth in this License Agreement, the Customer’s rights hereunder to use the SpendMap Licensed Materials, or any portion thereof, may not be assigned, sub-licensed or transferred to a successor, affiliate, or any other person, firm, corporation, or organization, voluntarily, by operation of law, or in any other manner without the prior written consent of the Corporation. Any attempted assignment by the Customer of any of its rights, duties and

obligations pursuant to this License Agreement without the consent of the Corporation shall be void. The Customer's rights and obligations under this License Agreement shall enure to and be binding upon the Customer, its employees, agents, representatives and persons associated with it, their personal representatives, heirs, successors in interest, assigns and any successor in interest to substantially all of the assets of the Customer.

4. Entire Agreement

This License Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings related to such subject matter.

5. Force Majeure

Neither party shall be liable for any failure to perform or delay in performing any obligation under this License Agreement if such failure is due to fire, flood, earthquake, strike, war (declared or undeclared), embargo, blockade, legal prohibition, government action, riot, insurrection, damage, destructibility component or materials shortage, or any other cause beyond the reasonable control of such party.

6. Governing Law and Jurisdiction

This License Agreement will be governed, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

7. Language

The Customer agrees and understands that this License Agreement, as well as all other documents relating hereto, including Notices, have been and shall be drawn up in the English language only.

Le client comprend et accepte que ce Contrat de Licence, ainsi que tous autres documents liés aux présentes, y compris les Avis, ont été et doivent être rédigés uniquement dans la langue anglaise.

8. Notices

Unless otherwise specified, each notice to a party must be given in writing and delivered personally or by courier or transmitted by fax or by e-mail to the parties as follows:

If to the Corporation:

30 East Beaver Creek Road, Suite 217  
Richmond Hill, Ontario  
Canada L4B 1J2  
Fax: 905-760-8694  
e-mail: support@spendmap.com

If to Customer:

To the mailing address or any email address provided by the Customer. In the event that the Customer does not provide a mailing address or email address to the Corporation, the Customer understands that it will not receive any notices from the Corporation.

or to any other address, fax number, e-mail address or other person that the party designates in writing. Any notice, (A) if given personally or by courier will be deemed to have been given when actually received, (B) if transmitted by fax or e-mail before 3:00 p.m. (local time) on a business day, will be deemed to have been given on the business day and (C) if transmitted by fax or e-mail after 3:00 p.m. (local time) on a business day or on a day that is not a business day, will be deemed to have been given on the following business day.

9. Severability

Should any provision hereof be held illegal or non-enforceable to any extent by a court of competent jurisdiction, such provision shall be deemed severable from this License Agreement and shall not affect the validity or enforceability of all other provisions of this License Agreement. The Customer hereby acknowledges that every limitation of liability, disclaimer of warranties or exclusion of damages is intended to be severable and independent of any such other provision and is to be enforced as such. Each provision of this License Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

10. Survival

All sections of this License Agreement which by their nature are intended to survive any termination of this License Agreement shall do so.

11. Waiver

Except as otherwise expressly set out herein, no waiver of any provision of this License Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by the Customer or the Corporation shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this License Agreement or in any document delivered pursuant to this License Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this License Agreement at any time.