

Terms of Use

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Civica Infrastructure

General Terms and Conditions for Software License

1. Introductions and Definitions

- 1.1. These General Terms and Conditions (the "Terms and Conditions") including appendices, apply between Civica Infrastructure ("Civica") and the Customer, with regard to the Civic software ("Software") referred to in the Order Form as defined below. The Customer confirms that it understands and agrees to be bound by these Terms and Conditions with respect to all use and handling of the Software.
- 1.2. In these Terms and Conditions "Order Form" shall mean any ordering document, accepted by Civica, including any appendices used by the Customer to order a Software or services from Civica.
- 1.3. The Order Form contains a description of the "Software" ordered, which is a computer program in machine-readable form including specifications, documentation and material provided by Civica. The Software includes each Software Program and any updated, improved or otherwise modified version(s) thereof furnished by Civica pursuant to a product quotation or an order from Customer for Customer's sole and exclusive use. The Order Form also specifies the license fee for the Software.

2. Grant of License

The Customer obtains a non-exclusive right to use the Software ("*License*").

3. License Fee

The License is conditioned upon the Customer having paid the license fee stated in the Order Form or otherwise agreed in writing between Civica and the Customer. The license fee is exclusive of any taxes or public duties and fees. All such taxes, duties and fees shall be paid by the Customer.

4. Scope of the License

- 4.1. The Customer may use, access, display, run or otherwise interact with the Software, or any prior version for the same operating system, on a single computer, workstation, terminal, "smart phone", or other applicable digital electronic device ("computer"). The Customer may use only the licensed copy of the Software for processing of data.
- 4.2. The Customer shall introduce routines and control functions in order to ensure that the number of computers that may access the Software do not exceed the number of Licenses granted.
- 4.3. Without Civica's prior written consent, the Customer is not entitled to use, or in any other way transfer or use the Software in any manner except as stated in the Licensing agreement. Consequently, the Customer is not entitled to decompile or disassemble the Software or information or material connected to the Software, except to the extent expressly permitted by mandatory law.
- 4.4. Marking and/or information regarding patent, copyright or copyright notices in software or computer media through which the Software is accessible to the Customer may not be removed, changed or modified in any way. The same applies to corresponding marking of all documentation provided by Civica.
- 4.5. Customer is not entitled to grant any sublicenses, lease, lend or in any way let anyone else, whether directly or indirectly or against compensation or free of charge, use or in any way dispose of the Software; provided, however, that nothing herein shall prevent Customer from using the Product in its ordinary course of its business.

5. Civica's right to the Software License

- 5.1. Civica owns the Software, including the copyright and/or as applicable, patent rights to the Software.
- 5.2. The License does not include any transfer to the Customer of Civica's ownership of the Software, such as copyrights, or as applicable, patents rights.

6. Delivery

The Software shall be delivered in accordance with what is stated in the License Agreement. Civica is not responsible for the installation of the Software, unless otherwise agreed between the parties in writing. If Civica agrees to assist with installation of the Software, Customer shall pay for this in accordance with Civica's price list for such services in force at the time of the installation.

7. Liability

7.1. Examination of the Software and claims

At delivery, the Customer shall examine the functionality and quality of the Software. If the Customer concludes that the Software deviates from the agreed specifications or requirements for the Software (hereinafter referred to as "Defects"), the Customer shall notify Civica in writing within thirty (30) days of delivery, with all available details regarding the alleged Defect.

Failing this, the Customer loses the right to claim any support or remedy with respect to any Defects which could have been discovered within such 30-day period.

The Customer's right to claim any support or remedy in accordance with Section 7.2 – 7.4 hereof is further conditioned on full compliance with each and all of the following provisions:

- (i) the Customer shall have utilized the Software in the work environment prescribed by Civica and according to manuals and all other instructions and directions of Civica,
- (ii) the Customer shall have utilized the Software with machine equipment and operative systems stated in the Order Form or in the product specifications provided by Customer and accepted by Civica,
- (iii) it can be shown that the Defect has occurred in an unaltered most current version of the Software,
- (iv) the Customer at its own costs shall have provided Civica with all necessary information and/or material, in order for Civica to verify the alleged Defect, and
- (v) the Defect shall have occurred within one hundred eighty (180) days from delivery of the Software.

7.2. Support

Civica will, subject to Section 7.1 hereof, free of charge provide the Customer with appropriate support in case of Defects of the Software

The support will be provided within reasonable time from the date Customer has notified Civica in writing of the Defect. At the request of the Customer, Civica may, at its sole discretion, provide support not related to any Defects. The Customer shall pay Civica for such support in accordance with Civica's price list in effect from time to time.

7.3. Remedy in case of Defects

In case of a Defect, Civica will, subject to Section 7.1 hereof, free of charge either, at the option of Civica, (i) remedy the Defect, (ii) replace the Software, or (iii) refund the license fee.

7.4. Limited warranty and limitation of liability

Civica represents and warrants that the Software will be free from effects in material and workmanship for a period of one-hundred-eighty (180) days after delivery.

EXCEPT FORTHIS WARRANTY, CIVICA MAKES NO, AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF CIVICA HAS ANY AUTHORITY TO BIND CIVICA TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS SECTION 7.4.

Civica's sole obligation in case of a breach of warranty under this Section 7.4 hereof shall be to either, as set forth in Sections 7.2 and 7.3 hereof.

UNDER NO CIRCUMSTANCES SHALL CIVICA HAVE ANY LIABILITY TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGESOF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING WITHOUTLIMITATION, LOST GOODWILL, LOSS OF INVESTMENT OR OTHER LOSSES.

Civica shall not be liable at all for the functionality or quality of plug-ins or other auxiliary programs designed to work together with the Software, or for the interoperability of such programs together with the Software.

8. Term and Termination

8.1. Period of validity of the License.

Unless otherwise agreed in writing between the parties, after the license fee has been paid the License remains in force, subject to Section 8.2 hereof, until terminated in writing by the Customer with three (3) months notice of termination.

8.2. Civica's right of termination.

Civica shall have the right to terminate the License with immediate effect (and claim damages as set forth in Section 11 hereof) if the Customer should breach any of its material obligations under these Terms and Conditions.

8.3. The Customer shall not be entitled to any refund of the license fee irrespective of the reason for termination of the License.

9. Return of the Software

In case of termination of the License, irrespective of the reason for such termination, the Customer shall immediately return to Civic any hardware (dongle) that may or may not have been supplied and all copies, parts and documents related thereto. In connection therewith, the Customer shall confirm in writing that it has fully complied with this obligation.

10. Confidentiality

The Software contains business and professional know-how and other confidential information belonging to Civica that have been disclosed and made accessible to third parties only through the License. The Customer is obliged not to make the Software available to third parties without Civica's written permission, and to take all appropriate measures to prevent disclosure to third parties of such know-how and confidential information. The Customer shall

ensure that its employees, agents and other representatives are informed of and complies with this confidentiality obligation as well as the obligations regarding the rules for the use of the Software as set forth in Section 4. During the term of the License, the Customer shall use, store and maintain the Software in a manner that will prevent any

dissemination of know-how and confidential information. The confidentiality obligation will remain in force after the expiry of the License and these Terms and Conditions.

11. Liability

If the Customers shall breach any of the material provisions of these Terms and Conditions, the Customer shall fully compensate Civica for any loss incurred by Civica as a result thereof.

12. Force Majeure

12.1. Civica shall not be liable to the Customer for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure.

12.2. Events of force majeure are events beyond the control of Civica which occur after the date that these Terms and Conditions has entered into force and which were not reasonably foreseeable at that time and whose effects are not capable of being overcome without reasonable expense and/or loss of time. Events of force majeure shall include (without being limited to) war, civil unrest, blockades, boycotts, strikes, lock-outs and other general labor disputes, acts of government or public authorities, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions and general shortages of energy, failures in external network, software defects or inefficiencies (other than with respect to the Software), or other defects in computer equipment. Strikes, lock-outs, boycotts or blockades are events of force majeure even if Civica has taken the action itself or is the subject of the action.

13. Disputes

13.1. These Terms and Conditions shall be governed by and construed according to Canadian law.

13.2. Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be settled by arbitration. The place of arbitration shall be in Toronto, Canada. The language to be used in the arbitral proceedings shall be English.