ACL Software License Agreement

THIS ACL SOFTWARE LICENSE AGREEMENT ("**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER A SINGLE ENTITY OR GOVERNMENT ORGANIZATION, REFERRED TO AS "**YOU**" OR "**YOUR**") AND ACL SERVICES LTD. ("**ACL**") OF 1550 ALBERNI STREET, VANCOUVER, BRITISH COLUMBIA, CANADA, V6G 1A5 FOR THE ACL SOFTWARE YOU ARE LICENSING.

CAREFULLY READ THIS AGREEMENT BEFORE YOU INSTALL OR USE THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. If you do not have the authority to enter into this agreement, or if you do not agree to the terms of this Agreement, you must not install or use the Software, but you may return the uninstalled Software and your dated proof of purchase to ACL within thirty (30) days of your purchase for a full refund of the license fees paid by you for the Software.

If there is any conflict or ambiguity between the English language version and any other language version of this Agreement, the English language version will prevail and it will be the authentic text for the purposes of interpretation.

1. Software. In this Agreement, "**Software**" means the ACL software listed in the order form issued by ACL or its authorized distributor (the "**Order Form**"), in its unmodified object code form, including any components, add-ons or options for the Software ("**Add-Ons**") which are licensed either separately or together with the Software. "Software" includes the accompanying user documentation for such Software.

2. Grant of License. Subject to the terms and conditions of this Agreement, ACL grants to you, during the license term set out in Section 4 below, a worldwide, non-exclusive, non-transferable and non-assignable (except as otherwise expressly provided in this Agreement) right and license to install, access and use the Software for your internal business operations in accordance with the number and type of licenses set out in the Order Form. Add-Ons are licensed solely for use in conjunction with the particular Software they relate to, and may not be used as standalone products or with any other software or service.

3. Users. The Software may be accessed and used by up to the maximum number of individual users ("**Named Users**") for which you have paid license fees. Each Named User will be assigned a unique software key for the installation of the Software. Sharing of Named User licenses and sharing of software keys is expressly prohibited. You may replace a Named User with another individual from within your organization provided the number of Named Users does not exceed the number of Named Users for which you have paid license fees.

4. License Term. If the Order Form specifies a subscription term, the Software is licensed to you for the duration of such subscription term. The license for the Software will terminate at the end of the subscription term unless it is renewed. If no subscription term is specified in the Order Form, the Software license is perpetual.

5. Disaster Recovery, Failover, Testing. You may install additional copies of the Software on one or more non-production servers designated for disaster recovery, failover, staging and/or testing. Such Software may only be used during temporary periods as required to carry out the designated purpose associated with the non-production server(s). You may not run the Software on the production server(s) and on the disaster recovery and/or failover servers concurrently as active production servers.

6. Back-up Copy. You may make a reasonable number of copies of the Software for back-up and archival purposes only, provided that this is strictly for non-production purposes and you reproduce all copyright and other proprietary notices that are on the original copy of the Software.

7. Documentation. You are permitted to print and make a reasonable number of copies of the Software user documentation (i.e. manuals and installation guides) for your internal use in accordance with this Agreement, provided that you reproduce all copyright and other proprietary notices that are on the original copy of Software user documentation.

8. Use by Third Parties. ACL acknowledges and agrees that the Software may, subject to the terms of this Agreement, be used by your third-party service providers, independent contractors, consultants and outsourcers, provided that such third parties agree to comply with the terms of this Agreement and such third parties use the Software only for your benefit and business purposes. If requested by ACL, you will provide a list of any third parties that are using the Software pursuant to this Section to assist ACL in managing the licensing of the Software. You will remain responsible and liable for the proper use of the Software in accordance with this Agreement by such third parties.

9. Fees. You agree to pay the applicable license fees for the Software and any applicable delivery charges, taxes, customs, duties or other governmental fees, relating to the license for the Software. License fees will be invoiced by and payable in accordance with the Order Form. If any fees are more than 30 days overdue, ACL may, without limiting its other rights and remedies, suspend your access to and use of the Software until such amounts are paid in full. ACL will provide at least seven (7) days prior notice that fees are overdue before suspending access and will not exercise such right if you are disputing the applicable charges reasonably and in good faith and you are cooperating diligently to resolve the dispute.

10. Evaluation and Training Course Software. If you have acquired the Software for evaluation purposes or have been provided Software as part of a training course, you are permitted to use the Software for evaluation or training purposes only for the limited time period as specified in ACL's evaluation correspondence with you or for the duration of the training course. If no time period is specified, your usage is limited to a thirty (30) day period, and the Software may contain an automatic disabling mechanism that prevents use of the Software beyond the permitted evaluation period or training course. THE SOFTWARE PROVIDED FOR EVALUATION OR TRAINING COURSE PURPOSES IS PROVIDED "AS IS", FREE OF CHARGE AND THE LIMITED WARRANTY AND INFRINGEMENT INDEMNITY SECTIONS WILL NOT APPLY DURING THE EVALUATION PERIOD OR TRAINING COURSE. ACL, ITS LICENSORS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS, MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ORAL OR IN WRITING, WITH RESPECT TO THE SOFTWARE PROVIDED FOR EVALUATION OR TRAINING COURSE PURPOSES, INCLUDING ITS FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, QUALITY OR ITS NON-INFRINGEMENT. ACL, ITS LICENSORS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS AND LOST DATA) ARISING OUT OF THE USE OF, OR THE INABILITY TO USE THE SOFTWARE PROVIDED FOR EVALUATION OR TRAINING COURSE PURPOSES.

11. Ownership. The Software is licensed and not sold to you. All title, ownership rights and intellectual property rights in and to the Software, including any adaptations or copies of the Software, belong to ACL and its licensors, who are third party beneficiaries of this Agreement as it pertains to their proprietary rights. The Software is protected by copyright laws and international copyright treaties and ACL may incorporate certain

measures in the Software to prevent unauthorized use of the Software. You are responsible for any copyright infringement that is caused by you.

12. License Restrictions. ACL reserves all rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, you acknowledge that the Software contains trade secrets and subject to applicable laws, you agree that you will not: (a) copy the Software, except as permitted under this Agreement; (b) modify, adapt or translate the Software, except as permitted under this Agreement; (c) de-compile, reverse engineer or disassemble the Software or otherwise reduce the Software from object code to source code; (d) use the Software to develop any works which are functionally compatible or competitive to the Software or create any works which are derived from the Software (using the Software to produce reports or other tasks permitted by the Software are not deemed to be works derived from the Software); (e) lease, rent, loan, sell or distribute the Software to a third party (including, using the Software on a time-sharing basis, for service bureau purposes, or for the provision of a fee generating service directly or indirectly to third parties) without the prior written agreement of ACL; (f) except as expressly permitted in this Agreement, assign or transfer your license rights to a third party or sub-license any or all of your license rights under this Agreement without the prior written agreement of ACL; (g) combine the Software with any other software (including open source software), where the combined software is subject to the GNU General Public License or any other license that requires the combined program or the Software and its source code to be made freely available; or (h) publicize or otherwise disclose any results of benchmark tests run on the Software.

13. Verification. You acknowledge and agree that ACL may, upon reasonable notice to you and no more than once per year, request records to verify your use of the Software complies with the terms of this Agreement. If ACL, on a reasonable basis, believes that such report is not correctly disclosing information of your Software usage, ACL will conduct an audit at your business premises to verify that your use of the Software complies with this Agreement. Such audit will be carried out during business hours and in accordance with your reasonable site security requirements. If the audit shows that you are in violation of this Agreement, you will reimburse ACL for its reasonable expenses related to the audit and will pay any appropriate additional license fees.

14. Term. This Agreement becomes effective from the date of purchase of the Software license and will remain in force until it is terminated or your Software license expires as provided in this Agreement.

15. Termination for Convenience. You may terminate this Agreement at any time by providing written notice to ACL, however, you will remain liable for the full amount of subscription license fees for the entire subscription term (if you acquired a subscription license) and you will not receive a refund of any fees paid.

16. Termination for Cause. Either party may terminate this Agreement if the other party is in material breach of its obligations under this Agreement (such as, failure to pay the required license fees for the Software) by providing written notice of the breach and the other party has failed to either cure the breach or made substantial progress to the terminating party's reasonable satisfaction to cure the breach within thirty (30) days of the notice. In addition, ACL may terminate this Agreement immediately if you breach any intellectual property right of ACL or its licensors in the Software (which includes, but is not limited to, breaching the Grant of License section, or any of the License Restrictions set out in this Agreement). If ACL is terminating the license for cause, and you have acquired a subscription license, you remain liable for all unpaid subscription fees that are payable for the entire subscription period. If you are terminating the license for cause, ACL will refund any prepaid fees calculated from the effective date of termination to the remainder of the subscription period except that any refunds under the Limited Warranty clause and the Infringement Indemnity clause are handled exclusively under those sections.

17. Effect of Termination. Upon termination of this Agreement by either party, you must destroy the original and all copies of the Software and immediately cease any use of the Software. Within thirty (30) days following such termination, an authorized signatory of your organization will certify in writing to ACL that the original and all copies of the Software have been destroyed or returned to ACL. The termination of this Agreement will not constitute a waiver of any fees, amounts or charges due to either party, nor will termination in any way reduce or compromise any other rights of either party pursuant to this Agreement.

18. Limited Warranty. ACL warrants for a period of ninety (90) days from the date of delivery of the original Software licensed to you ("Warranty Period") that the Software will perform substantially in compliance with the functional specifications set out in the accompanying user documentation. ACL's sole obligation and liability for any non-compliance of the Software with this limited warranty, will be, at ACL's option, to either: (i) correct such non-compliance, so that the Software meets this limited warranty or (ii) permit you to return the non-conforming Software to ACL and receive a refund of license fees paid for such Software. This limited warranty applies only to a functional non-compliance reported to ACL in writing during the Warranty Period and will be void if the non-compliance has resulted from accident, abuse or modification of the Software by or on behalf of anyone other than ACL.

19. Infringement Indemnity. ACL agrees to defend any claim made against you which asserts that the Software infringes a patent, copyright or registered trademark of a third party in the United States, Canada or the European Union and will indemnify you from actual damages, reasonable costs and expenses (including reasonable legal fees) recovered in respect of such infringement, provided that: (a) you give ACL prompt notice of the claim; (b) ACL has sole control of the defense and all negotiations for its settlement or compromise (provided this does not require an admission of guilt or liability by you); and (c) you provide reasonable assistance to ACL, at ACL's expense. ACL will have no obligations to you if the infringement claim is based upon: (a) your continuing use of a version of the Software which is no longer commercially released by ACL, if ACL makes available a newer version of the Software that would avoid or reduce the infringement claim; (b) use or combination of the Software with third party products not provided by ACL if such use or combination results in the infringement claim; or (c) use of the Software which is in breach of this Agreement or use which is not in accordance with the accompanying documentation for the Software.

20. Remedy for Infringement Claims. Upon notice of alleged infringement or if in ACL's opinion such a claim is likely, ACL has the right, at its option and expense, to either: (a) procure the right for you to continue using the Software; or (b) replace or modify the Software so that it provides substantially the same, or greater, functionality and performance as the infringing Software, but is no longer subject to a claim of infringement. If, in ACL's opinion, it is not commercially reasonable for ACL to provide any of the options above, your sole and exclusive remedy will be to return the infringing Software to ACL in exchange for a pro-rata refund of the Software license fee paid by you for the infringing Software. If your license is perpetual, the pro-rata refund is calculated from the date ACL is notified of the infringement claim to the unexpired portion of the commercial life of such Software, which for the purposes of this Agreement will be deemed to be four (4) years from the date you purchased the infringing Software. If your license is a subscription, the pro-rata refund is calculated from the date ACL is notified of the infringement claim to the remainder of the current subscription term. Any refund paid will terminate the license for the affected Software. Sections 19 and 20 comprise ACL's entire obligation to you with respect to the infringement of the intellectual property and proprietary rights of others.

21. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, THE SOFTWARE IS PROVIDED "AS-IS" AND IS NOT WARRANTED TO BE ERROR-FREE, AND YOU ACCEPT THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, RELIABILITY, ACCURACY AND RESULTS OF USE OF THE SOFTWARE. EXCEPT AS OTHERWISE RESTRICTED BY LAW, ACL AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE,

REGARDING THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, OR QUALITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACL, ITS LICENSORS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS, WILL INCREASE THE SCOPE OF THE EXPRESS WARRANTIES STATED ABOVE, OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS. ACL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM THIRD PARTY SOFTWARE THAT OPERATES SEPARATELY BUT IN CONJUNCTION WITH THE SOFTWARE, AS THESE ARE LICENSED TO YOU UNDER SEPARATE AGREEMENTS. Some jurisdictions do not allow the exclusion of implied warranties, so the foregoing exclusions may not apply to you. In that event, any implied warranties are limited in duration to the Warranty Period.

22. Mutual Limitation of Liability. NEITHER PARTY, NOR ITS LICENSORS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS WILL BE LIABLE TO THE OTHER PARTY FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SOFTWARE, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT DAMAGES REFERENCED IN THIS AGREEMENT, WITH AN AGGREGATE VALUE GREATER THAN THE LICENSE FEES PAID AND/OR PAYABLE BY YOU FOR THE SOFTWARE THAT CAUSED THE DAMAGE UNDER THIS AGREEMENT. This limitation of liability will not apply: (a) to ACL's infringement indemnification obligations under this Agreement; (b) if you breach any of ACL's intellectual property rights with respect to the Software, including, but not limited to breach of the License Restrictions; or (c) to liability for death or personal injury. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so portions of this limitation and exclusion may not apply to you.

23. Notices. Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing, and be delivered to ACL at the address stated on the first page of this Agreement (Attention: Legal Department) and to you at the address provided on the Order Form. Either party may, from time to time, change their address for notice by providing written notice of the change to the other party, which notice may be sent by facsimile, regular mail or email (provided that no automated or other response is received indicating non-delivery or the absence of the recipient). The delivery of notice for any other purpose will be by personal delivery, courier or registered mail. Delivery will be deemed effective upon receipt, if delivered personally or by courier, or five (5) business days from sending, if delivered by registered mail.

24. Governing Law. If you are located in the United States, this Agreement will be governed by and construed in accordance with the laws of the State of New York, USA. If you are located in Europe, the Middle East or Africa, this Agreement will be governed by and construed in accordance with the laws of England. If you located in any other country or location, this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded.

25. Dispute Resolution. Subject to and without restriction of the rights of a party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator. If you are located in the United States, the arbitration will be held in New York, USA and will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. If you are located in Europe, the Middle East or Africa, the arbitration will be held in London, England and the arbitration will be conducted in accordance with the LCIA (London Court of International Arbitration) Rules. If you are located in

any other country or location, the arbitration will be held in Vancouver, Canada and the arbitration will be conducted in accordance with the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC").

26. Waiver and Severability. No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any section of this Agreement is unenforceable, that section will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other sections of this Agreement will remain in full force.

27. Complete Agreement. This Agreement and the Order Form comprise the complete and exclusive statement of the agreement between the parties with respect to the license of Software and supersede any prior discussions or agreements, oral or written, between the parties with respect to this transaction. The terms of any customer purchase order or other customer ordering document will not be binding on ACL and will not be construed to modify this Agreement. If you have entered into a written agreement or addendum with respect to the Software which is signed by both you and ACL, such written agreement or addendum will take precedence over this Agreement to the extent expressly stated in such written agreement or addendum.

28. Assignment. ACL may assign this Agreement upon giving prior written notice to you, provided that any assignee agrees to be bound by all of the terms and conditions of this Agreement. Except as provided in this Section, you may not assign your rights under this Agreement, without the prior written consent of ACL, which will not be unreasonably withheld. You may, upon giving prior written notice to ACL, assign your rights under this Agreement to a: (a) subsidiary or affiliate company; or (b) corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate or corporate successor agrees to be bound by this Agreement, you cease use of the Software, and the usage of the Software does not exceed the number of licenses you have purchased. This Agreement will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.

29. Export. The Software licensed under this Agreement may be subject to export or import laws in the United States and other countries outside of Canada. You will comply with all such applicable laws and regulations and acknowledge that you are responsible for obtaining any licenses to export, re-export, or import as may be required after delivery to you.

30. U.S. Government End Users. The Software is "Commercial Items", as that term is defined in 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

31. Software Support. Support services for the Software, including, new releases of the Software, are available through ACL under ACL's support terms set out on ACL's website www.acl.com.

32. Updates. ACL may, from time to time, update the ACL Software License Agreement with new releases of the Software. Subject to the "Complete Agreement" clause above, the version of the ACL Software License Agreement that applies to you is the version that is contained in the Software you are currently using.

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