

### **ENERPLOT™ OFFLINE PLOTTING AND ANALYSIS SOFTWARE**

### **END USER LICENSE AGREEMENT (EULA)**

**1. <u>DEFINITIONS.</u>** In this Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement and Schedules A, B, and C entered into between MHI and Licensee effective as of the date of receipt of the Software by Licensee and incorporates by reference quotations or invoices, as applicable, including any terms and conditions stated therein issued by MHI to Licensee for the provision of the Software.

"Computer System" means a) a tablet, laptop, desktop, workstation or server computer in Licensee's possession, use or control, or b) a virtual machine, or container, configured for Licensee's sole use, whether hosted in a cloud computing platform, virtualized environment, or otherwise.

"Licensee" means a person or entity who installs or uses the Software.

"MHI" means Manitoba Hydro International Ltd.

"MHI Representatives" means the directors, officers, employees and subcontractors of MHI and MHI authorized agents, resellers and distributors of the Software.

"Results" means any results, findings or other outputs produced or generated from use of the Software.

"Software" means Enerplot™ Offline Plotting and Analysis software in executable format.

**SCOPE.** The terms and conditions of this Agreement apply to: (i) Software provided to Licensee through centralized licensing, unless otherwise specifically stated in this Agreement; and (ii) all of the following license types except where expressly stated otherwise in this Agreement:

Commercial License Academic License Trial License

In addition, the terms and conditions set out in the following Schedules shall apply to the type of license specified below:

- (a) Schedule A applies only to a Commercial License;
- (b) Schedule B applies only to an Academic License; and
- (c) Schedule C applies <u>only</u> to a Trial License.
- **PROHIBITION.** IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING AS CONTAINED IN ANY APPLICABLE SCHEDULE), LICENSEE SHALL CLICK ON "QUIT" OR "I DO NOT ACCEPT THE TERMS OF THE LICENSE AGREEMENT" AND SHALL NOT INSTALL. ACCESS OR OTHERWISE USE THE SOFTWARE AND SHALL PERMANENTLY ERASE THE

Rev. 2 - 07.30.20 Page 1 of 10



SOFTWARE FROM LICENSEE'S COMPUTER SYSTEMS, DESTROY ANY PHYSICAL MEDIA CONTAINING THE SOFTWARE, AS WELL AS ACCOMPANYING DOCUMENTATION SUCH THAT NO ELECTRONIC COPIES OR PHYSICAL MANIFESTATIONS OF THE SOFTWARE OR DOCUMENTATION, IN ANY FORM, REMAIN IN LICENSEE'S POSSESSION, USE OR CONTROL.

- **AGREEMENT.** By clicking on "I accept the terms of the License Agreement" or "I agree" when prompted in the installation of the Software, Licensee confirms its agreement to all terms and conditions of this Agreement. This Agreement also applies to any updates, supplements or addon components for the Software that MHI may subsequently provide to Licensee, unless other terms accompany those items. In that case, to the extent they conflict or are inconsistent with this Agreement, those other terms will apply.
- **5. OWNERSHIP.** The Software is licensed to Licensee, not sold. MHI retains all title, rights, proprietary interests in, and ownership of, the Software.
- 6. GRANT OF LICENSE. Subject to Section 19 - Termination of this Agreement, and payment of license fees by Licensee in full, where applicable, MHI, as licensor, grants Licensee a perpetual (unless stated to be time-limited in MHI's written communication to Licensee, in which event the grant of license shall be for the time period stated therein), non-exclusive, non-assignable, nontransferable, non-sublicensable, limited right to use the Software for Licensee's internal purposes. Licensee may install the Software on an unlimited number of Computer Systems, but may only use the Software within the country first identified as Licensee's country ("Licensee's Country") in the initial quotation for a Software license prepared for Licensee by MHI or any authorized MHI Representatives, unless otherwise agreed by MHI. Use of the Software by Licensee outside the Licensee's Country is strictly prohibited unless: (i) Licensee obtains another valid Software license, which specifically permits Licensee to do so; or (ii) such use is otherwise permitted by MHI. A Licensee travelling temporarily outside Licensee's Country for a period of 30 days or less is permitted under this Agreement to use the Software for Licensee's internal purposes on a portable laptop computer outside Licensee's Country during such period of temporary travel. For the purposes of this Section 6, the location of use of the Software shall be determined by the physical location of a Licensee using that Software.
- 7. <u>INTELLECTUAL PROPERTY.</u> The Software is protected by intellectual property laws and other statutory provisions, common law principles and treaties worldwide, and contains trade secrets of MHI. MHI reserves all rights not expressly granted. Licensee shall in no event, directly or indirectly, infringe upon, harm, contest or oppose the validity of any rights of MHI in relation to the Software.
- **8. NO MODIFICATIONS.** Licensee shall not modify, adapt or translate the Software, or create derivative or compilation works using or based upon the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software or any part thereof. Licensee shall not circumvent any technological measures that: (i) monitor or control installation or reproduction of the Software or access to the Software; (ii) limit the number of simultaneous instances of the Software; or (iii) limit features of the Software.
- 9. <u>RESTRICTIONS.</u> Licensee shall not copy, reproduce, distribute, publish, disclose, sell, license, sublicense, assign, rent, lease, loan or otherwise transfer or convey the Software or any right in the Software to any third party, including Licensee's affiliates, without the prior written consent of MHI, provided however, that: (i) Licensee may make copies of the Software strictly for internal

Rev. 2 - 07.30.20 Page 2 of 10



backup purposes on condition that such copies contain the same proprietary notices as, and are not altered in any manner from, the original format of the Software; and (ii) Licensee may also copy the documentation accompanying the Software for internal instructional purposes of Licensee.

- 10. **RESPONSIBILITY FOR USE.** Licensee shall be solely responsible for the entire risk of the use of the Software or any use or reliance on any Results, and for all claims or liabilities that might arise as a result therefrom. Licensee is responsible for the supervision, management and control of the use of the Software and the Results, including, but not limited to, selection of the Software to achieve Licensee's intended purposes, determining the appropriate uses of the Software and the Results, accuracy of any Results, and establishing adequate backup to prevent the loss of data in the event of a malfunction of the Software. The Software is a tool that is intended to be used only by professionals trained in its usage and application. It is not a substitute for professional judgment or independent testing. Licensee shall not use the Software or any Results in any manner or for any purpose that violates or infringes any intellectual property right of any third party. Licensee shall be solely responsible therefor and shall indemnify and hold harmless MHI and MHI Representatives from and against all losses, costs, damages and expenses suffered or incurred by MHI or any MHI Representatives resulting therefrom. The Software is not intended for use in activities in which the use of the Software or any Results could lead to death, personal injury, or physical or environmental damage, and in the event Licensee's use of the Software or any Results leads to death, personal injury, or physical or environmental damage, Licensee shall be solely responsible therefor and shall indemnify and hold harmless MHI and MHI Representatives from and against all losses, costs, damages and expenses suffered or incurred by MHI or any MHI Representatives resulting therefrom.
- 11. **CENTRALIZED LICENSING.** If Licensee is accessing and using the Software pursuant to centralized licensing with the Software hosted on MHI's designated website, Licensee shall be provided user authentication and access measures to access the Software on MHI's designated website via the internet. Licensee shall be solely responsible for securing its own access to and use of the internet, and acknowledges that certain locally active security settings, hardware or software (i.e. antispam, anti-virus, pop-up blocker, and other similar software) may interfere with or prevent access to or use of the Software, and that MHI has no control over any of the foregoing. MHI does not represent or warrant that Licensee's access and use of Software will be uninterrupted or errorfree. Licensee acknowledges that pursuant to centralized licensing, access to the Software is provided over the internet or other networks over which MHI has no control, and that substantial risks with respect to such access exist, including, without limitation, loss and corruption of data, delays, non-deliveries or misdirected deliveries of data, loss of confidentiality or integrity of data, and service interruptions. Licensee shall be solely responsible for any and all such risks, and agrees to ascertain, implement, and take all appropriate or necessary precautions to protect itself from losses and damages associated with such risks. Without limiting the generality or application of anything in this Agreement, Licensee shall be solely responsible for all of the foregoing, and shall fully indemnify and hold harmless MHI and MHI Representatives from and against all losses, costs, damages and expenses suffered or incurred by MHI or any MHI Representatives or payable by any such parties, arising out of or related to any of the foregoing.
- **"AS IS" CONDITION.** Subject to Section 13 Limited Warranty of this Agreement, the Software is provided "as is" and neither MHI nor any MHI Representatives make any warranty as to its integrity, use or performance and do not make any warranties, undertakings, representations, or terms, express or implied, written or oral, arising by statute, common law, custom usage or

Rev. 2 - 07.30.20 Page 3 of 10



otherwise in relation to the Software, and expressly disclaim same as to any matter, including without limitation, merchantability, non-infringement of third party rights, fitness for any particular purpose, satisfactory quality, safety, security, reliability, currentness, timeliness or requirements of or compatibility with Licensee's Computer Systems, or other hardware or software.

- **13.** LIMITED WARRANTY. MHI warrants that the Software will perform the functions substantially in accordance with the written description set out in the Software's user manual and installation instructions for a period of 12 calendar months following receipt of the Software by Licensee. If during such period the Software does not perform as warranted herein, Licensee may, within the warranty period, notify MHI in writing of such, and MHI shall, at its option: (i) use commercially reasonable efforts to rectify the performance of the Software so that it performs substantially in accordance with the written description set out in the Software's user manual and installation instructions; or (ii) replace the Software. The foregoing warranty does not apply in the event the Software is not properly installed in accordance with the Software's user manual and installation instructions or where the Software has been altered, modified or tampered with by Licensee or any third party. This warranty does not apply to malfunctions relating to system incompatibility between the Software and Licensee's Computer Systems, or other hardware or software. No other oral or written information or advice given by MHI or any MHI Representatives shall create a warranty, and Licensee may not rely upon such information or advice except at its sole risk and expense. MHI'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY FOR FAILURE OF THE SOFTWARE TO PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE WRITTEN DESCRIPTION SET OUT IN THE SOFTWARE'S USER MANUAL AND INSTALLATION INSTRUCTIONS SHALL BE FOR MHI, AT ITS OPTION, TO: (I) USE COMMERCIALLY REASONABLE EFFORTS TO RECTIFY THE PERFORMANCE OF THE SOFTWARE SO THAT IT PERFORMS SUBSTANTIALLY IN ACCORDANCE WITH THE WRITTEN DESCRIPTION SET OUT IN THE SOFTWARE'S USER MANUAL AND INSTALLATION INSTRUCTIONS; OR (II) REPLACE THE SOFTWARE. IF AFTER SUCH EFFORTS OR REPLACEMENT, THE SOFTWARE DOES NOT PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE WARRANTY, MHI SHALL: (I) REFUND LICENSEE THE LICENSE FEES PAID TO MHI FOR THE SOFTWARE UPON RETURN OF THE SOFTWARE BY LICENSEE; OR (II) PROVIDE SUCH OTHER REMEDY AS MAY BE REQUIRED BY LAW.
- **14. THIRD PARTY SOFTWARE.** Third party software that may be provided with or incorporated into the Software is made available to Licensee on the following terms and conditions:
  - a) Third party software is made available as a convenience. MHI is the provider and not the licensor of the third party software. ACCEPTANCE AND USE OF THIRD PARTY SOFTWARE IS AT LICENSEE'S OWN RISK.
  - b) Third party software is governed exclusively by the applicable license agreement included with such software by the third party, to which Licensee will be deemed to have agreed upon installation of the Software. Licensee shall contact the vendor or manufacturer of third party software directly for any matter respecting the third party software, including, without limitation, its license agreement and any technical support and maintenance.
  - C) THIRD PARTY SOFTWARE IS PROVIDED "AS IS" AND NEITHER MHI NOR ANY MHI REPRESENTATIVES MAKE ANY WARRANTY AS TO ITS INTEGRITY, USE OR PERFORMANCE AND DO NOT MAKE ANY WARRANTIES, UNDERTAKINGS, REPRESENTATIONS, OR TERMS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, COMMON LAW, CUSTOM USAGE OR OTHERWISE IN RELATION TO THIRD PARTY SOFTWARE AND THE USE OF ANY THIRD PARTY SOFTWARE IN CONNECTION WITH THE SOFTWARE, AND EXPRESSLY DISCLAIM SAME AS TO ANY MATTER, INCLUDING WITHOUT LIMITATION NON- INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE,

Rev. 2 - 07.30.20 Page 4 of 10



SATISFACTORY QUALITY, SAFETY, SECURITY, RELIABILITY, CURRENTNESS, TIMELINESS OR REQUIREMENTS OF OR COMPATIBILITY WITH LICENSEE'S COMPUTER SYSTEMS, OR ANY HARDWARE OR SOFTWARE.

- 15. INDEMNITY. Licensee shall indemnify and save harmless MHI and MHI Representatives from and against all losses, costs, damages and expenses suffered or incurred by MHI or any MHI Representatives or payable by any such parties to any third party, arising out of or related to Licensee's: (i) use of the Software or documentation accompanying the Software; (ii) production, use or delivery to a third party of any Results; (iii) negligent acts or omissions, fraud or willful misconduct in relation to this Agreement or the Software or Results; or (iv) breach or non-compliance with any provision of this Agreement.
- **LIMITATION ON LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT SUBJECT TO SECTION 3 LIMITATION ON LIABILITY FOR TRIAL LICENSE OF SCHEDULE C OF THIS AGREEMENT (WHICH ONLY APPLIES TO A TRIAL LICENSE), THE AGGREGATE LIABILITY OF MHI AND MHI REPRESENTATIVES TO LICENSEE AND ANY THIRD PARTY CLAIMING THROUGH LICENSEE, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), BREACH OF WARRANTY, STATUTORY OR STRICT LIABILITY, EQUITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, THIRD PARTY SOFTWARE, OR THIS AGREEMENT, SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE TO MHI FOR THE SOFTWARE.
- 17. EXCLUSION OF DAMAGES. NOTWTHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL MHI OR MHI REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOSS OF PRODUCTION, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS) THAT LICENSEE OR ANY PARTY CLAIMING THROUGH LICENSEE MAY SUFFER OR INCUR IN CONNECTION WITH THE SOFTWARE, THIRD PARTY SOFTWARE, OR THIS AGREEMENT, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), BREACH OF WARRANTY, STATUTORY OR STRICT LIABILITY, EQUITY OR OTHERWISE, EVEN IF MHI OR MHI REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 18. FORCE MAJEURE. In the event that MHI is prevented, delayed or interrupted in performing its obligations under this Agreement due to any occurrence beyond its control, including but not limited to, fires, floods, acts of God, unusual weather events, public health risks, quarantines, epidemics, pandemics, strikes, labor disputes, labor shortages, riots, thefts, accidents, acts or failure to act of Licensee, acts or failure to act of governmental authorities, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, then such prevention, delay or interruption shall not be construed to be a default under this Agreement and MHI shall not be liable for any expense, loss or damage resulting therefrom. MHI shall give notice to Licensee of such events as soon as reasonably possible, and both parties shall use their commercially reasonable efforts to comply with the terms of this Agreement notwithstanding such prevention, delay or interruption.
- **19. TERMINATION.** MHI may immediately terminate this Agreement, without notice, if Licensee fails to comply with any term or condition of this Agreement or in the event of any negligent act or omission, fraud or wilful misconduct by Licensee in relation to this Agreement, the Software or Results. This Agreement shall immediately terminate, without notice, in the event Licensee: (i)

Rev. 2 - 07.30.20 Page 5 of 10



attempts to assign or otherwise transfer any of Licensee's rights or obligations under this Agreement without the prior written approval of MHI; or (ii) becomes bankrupt or insolvent or otherwise ceases to carry on business. Termination is not an exclusive remedy and is in addition to all other remedies otherwise available to MHI at law or equity. Upon termination of this Agreement, for any reason, Licensee shall: (i) promptly cease all use of the Software; and (ii) permanently erase and destroy all physical and electronic copies of the Software and documentation accompanying the Software. All terms and conditions relating to proprietary rights, indemnity, limited warranty, "as is" condition and limitation on liability and all other terms and conditions necessary to the interpretation of this Agreement shall survive the termination of this Agreement. The termination of this Agreement prior to termination, and those rights and obligations shall survive such termination.

- **EURTHER ASSURANCES.** Licensee shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, instruments, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- **21. NO EXPORT.** The Software shall not be shipped, transferred or exported by Licensee or anyone operating under Licensee's direction or control into any country or used in any manner prohibited by the laws of Canada or the United States of America.
- **22. NO ASSIGNMENT.** Licensee shall not assign this Agreement without the prior written approval of MHI, which may be withheld in MHI's sole discretion. Any assignment by Licensee without MHI's prior written approval shall be void *ab initio*.
- **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision, or portion thereof, shall be considered separate and severable from this Agreement and the other provisions of this Agreement shall remain in force and continue to be binding upon Licensee and MHI as though the invalid provision had never been included in this Agreement.
- **24. NO WAIVER.** A waiver of any right under this Agreement by MHI shall not be deemed to be a waiver of any other right, and a waiver of any right in any one instance by MHI shall not be deemed to be a waiver of that right in any other instance.
- **25. BINDING EFFECT.** This Agreement is for the benefit of, and is binding upon the heirs, executors, administrators, successors and permitted assigns of Licensee and MHI.
- **26. GOVERNING LAW.** This Agreement shall be governed by the laws of the province of Manitoba and the laws of Canada applicable in Manitoba, and Licensee agrees to irrevocably submit to the exclusive jurisdiction of the courts of the province of Manitoba. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from application to this Agreement.
- **27. ENTIRE AGREEMENT.** This Agreement, including Schedules A, B, and C attached hereto and any quotations or invoices incorporated by reference, is the entire agreement between Licensee and MHI with regard to the matters contained herein and supersedes all prior formal and informal agreements, proposals, promises, inducements, representations, conditions, warranties,

Rev. 2 - 07.30.20 Page 6 of 10



understandings, negotiations and discussions (whether oral or written and whether made by MHI directly or any MHI Representatives) of Licensee and MHI with respect to such matters. There are no other undertakings, representations, warranties or promises between Licensee and MHI, express or implied, with respect to the subject matter of this Agreement. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

Rev. 2 - 07.30.20 Page 7 of 10



# THIS IS SCHEDULE A TO ENERPLOT™ OFFLINE PLOTTING AND ANALYSIS SOFTWARE END USER LICENSE AGREEMENT

The following terms and conditions apply <u>only</u> to a COMMERCIAL LICENSE:

- 1. <u>ADDITIONAL LICENSE RIGHTS</u>. In addition to the grant of license set out in Section 6 Grant of License of this Agreement, pursuant to a Commercial License, Licensee is entitled to use the Software for commercial purposes, including without limitation, the processing of data for a third party.
- **2. SOFTWARE SUPPORT.** Licensee is entitled to receive 12 months of reasonable maintenance and support for the Software from MHI. For the avoidance of doubt, reasonable maintenance and support for the Software does not include maintenance or support related to installation or configuration of the Software in a cloud computing platform, virtualized environment, or otherwise.

Rev. 2 - 07.30.20 Page 8 of 10



# THIS IS SCHEDULE B TO ENERPLOT™ OFFLINE PLOTTING AND ANALYSIS SOFTWARE END USER LICENSE AGREEMENT

The following additional terms and conditions apply only to an ACADEMIC LICENSE:

- QUALIFICATION. To be entitled to purchase an Academic License, Licensee represents and warrants that it is: (i) an accredited educational institution recognized by MHI; and (ii) a full-time, non-profit, tax-exempt school, college or university whose primary purpose is to provide instruction to an enrolled body of students through a full-time faculty, licensed by an appropriate authority, to confer degrees or diplomas, which are recognized as qualifying the student to pursue a course of higher education.
- **NON-COMMERCIAL USE.** The Software may only be used by Licensee, including its faculty or students, for generally recognized academic and educational purposes, such as educational studies, research, demonstration, test or evaluation, for the sole and internal benefit of Licensee.
- **3. COMMERCIAL USE.** Licensee may not use the Software for the benefit of a third party. In the event of such use, Licensee shall be liable to pay to MHI the then current full retail license fees charged by MHI for a Commercial License.
- **SOFTWARE SUPPORT.** Licensee is entitled to receive 12 months of reasonable maintenance and support for the Software from MHI. For the avoidance of doubt, reasonable maintenance and support for the Software does not include maintenance or support related to installation or configuration of the Software in a cloud computing platform, virtualized environment, or otherwise.

Rev. 2 - 07.30.20 Page 9 of 10



# THIS IS SCHEDULE C TO ENERPLOT™ OFFLINE PLOTTING AND ANALYSIS SOFTWARE END USER LICENSE AGREEMENT

The following additional terms and conditions apply only to a TRIAL LICENSE:

- 1. <u>GRANT OF LICENSE.</u> Notwithstanding Section 6 Grant of License of this Agreement, pursuant to a Trial License, MHI, as licensor and at no charge, grants Licensee a non-exclusive, non-assignable, non-transferable, non-sublicensable, limited right to use the Software for the purpose of undertaking a technical trial to determine the utility and feasibility of using the Software for Licensee's commercial or academic purposes. MHI may terminate Licensee's Trial License at any time without advance notice, in which event, the provisions of Section 19 Termination of this Agreement shall apply.
- 2. <u>NO WARRANTY.</u> Section 13 Limited Warranty of this Agreement and the obligations of MHI set out therein shall not apply to a Trial License and shall be of no force or effect in connection with a Trial License or Licensee's installation or use of the Software.
- 3. <u>LIMITATION OF LIABILITY FOR TRIAL LICENSE.</u> NOTWITHSTANDING SECTION 16 LIMITATION ON LIABILITY OF THIS AGREEMENT AND ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF MHI AND MHI REPRESENTATIVES TO LICENSEE AND ANY THIRD PARTY CLAIMING THROUGH LICENSEE, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), BREACH OF WARRANTY, STATUTORY OR STRICT LIABILITY, EQUITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH A TRIAL LICENSE, THE SOFTWARE PROVIDED PURSUANT TO THE TRIAL LICENSE, OR THIS AGREEMENT, SHALL NOT EXCEED FIVE CANADIAN DOLLARS (\$5.00 CAD).

Rev. 2 - 07.30.20 Page 10 of 10