



AGSI

Angus GeoSolutions Inc.

End User Application License Agreement

Welcome

As part of the Service, AGSI will provide you with use of the Service, including data encryption, transmission, access to an AGSI browser interface and storage. Before using the Service please read and accept the following End User Application License Agreement and any applicable materials available on the www.agsi.ca website incorporated by reference herein, including but not limited to AGSI's privacy and security policy. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security

AGSI's privacy and security policy may be viewed at [**Electronic Information Privacy Policy**](#). AGSI reserves the right to modify its privacy and security policy in its reasonable discretion from time to time.

2. License Grant & Restrictions

AGSI grants you a non-exclusive, non-transferable, limited, terminable right to access and use the Service, solely for your related business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by AGSI. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet 'links' to the Service or 'frame' or 'mirror' any Content on any other server or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Your access and use of the Service under this license cannot be shared with or used by anyone other than you.

3. Your Responsibilities

You are responsible for all activity occurring under your user account and you shall abide by all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You must not share your password or any other of your account details with anyone. You shall: (i) notify AGSI immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to AGSI immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

4. Account Information

By accepting this Agreement, you consent to the transmission and use of certain computer information, such as your access information, validation result, certain information regarding your IP address which will be retained by AGSI in association with this computer information, and so forth. AGSI will not use this information to identify or contact you, other than as may



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provided for in this Agreement. AGSI reserves the right to withhold, suspend or terminate your access to the Service, with or without notice for any breach, including, without limitation, your failure to abide by your obligations under Section 3, or a breach by [COMPANY NAME] of its agreement with AGSI. Upon termination for any reason, your right to access or use the Service immediately ceases.

5. Intellectual Property Ownership

AGSI alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the AGSI Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the AGSI Technology or the Intellectual Property Rights owned by AGSI. The AGSI name, the AGSI logo, and the product names associated with the Service, including GO360™, are trademarks of AGSI, and other than as expressly stated herein no right, title or license, expressly, by implication, estoppel or otherwise, is granted to use them.

6. Third Party Interactions

AGSI does not endorse any sites on the Internet that are linked through the Service. In no event shall AGSI be responsible for any content, products, or other materials on or available from such sites. AGSI provides the Service to you pursuant to the terms and conditions of this Agreement and its agreement with [COMPANY NAME]. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Agreement Term

This Agreement commences on the Effective Date and will remain in effect until the earlier of: (i) termination or expiration of this agreement under Sections 9 or 10 below; or (ii) termination or expiration of AGSI's agreement with [COMPANY NAME]. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. You agree and acknowledge that AGSI has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

8. Termination - General

In addition to any other rights granted to AGSI herein, AGSI reserves the right to terminate this Agreement and your access to the Service immediately, with or without notice, if you breach any of the terms of this Agreement.

9. Termination for Cause

Without limiting the generality of Section 8 above, any unauthorized use of the AGSI Technology or Service will be deemed a material breach of this Agreement. AGSI, in its sole discretion and without notice, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. Except as provided for herein, you acknowledge and agree that AGSI has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement.

10. Your Representations and Warranties



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You represent and warrant that: (i) you are an authorized employee, consultant or agent of [COMPANY NAME] who has the right, pursuant to your agreement with [COMPANY NAME], to use the Service; (ii) you have lawful access to the Service that was granted to you by a duly authorized representative of [COMPANY NAME]; and (iii) you will not enable anyone to access your account in order to falsely identify themselves nor provide any false information to gain access to the Service.

11. Mutual Indemnification

You shall indemnify and hold AGSI, its affiliates, and all of their respective officers, directors, employees, agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that your use of the Service infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations, warranties and covenants herein; or (iii) a claim arising from the breach by you of this Agreement.

12. Disclaimer of Warranties

AGSI MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. AGSI DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION OR OTHER DATA OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN 'AS IS' BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY AGSI.

13. Internet Delays

AGSI'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AGSI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

14. High Risk Activities

THE GO360™ APPLICATIONS HAVE NOT BEEN DESIGNED, TESTED OR VERIFIED FOR USE ON EQUIPMENT INVOLVED IN HIGH RISK ACTIVITIES OR IN MISSION CRITICAL APPLICATIONS WHICH REQUIRE EXTREME FAULT TOLERANCE. THEREFORE, THE GO360™ APPLICATIONS MUST NOT BE USED ON ANY COMPUTERS THAT PERFORM OR COMMUNICATE WITH COMPUTERS WHICH ARE INVOLVED IN APPLICATIONS SUCH AS, NUCLEAR FACILITIES, LIFE SUPPORT EQUIPMENT, AIRCRAFT NAVIGATION, HAZARDOUS ENVIRONMENT CONTROLLING EQUIPMENT, COMMUNICATION SYSTEMS, WEAPON SYSTEMS, OR ANY OTHER USAGE OR ENVIRONMENT WHERE HUMAN LIFE OR PROPERTY MAY BE AT STAKE. FAILURE OF THIS SOFTWARE ON COMPUTERS WHICH ARE UTILIZED IN THESE AND OTHER CRITICAL SYSTEMS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PROPERTY DAMAGE OR

ENVIRONMENTAL DAMAGE FOR WHICH AGSI CANNOT ASSUME ANY RISK OR LIABILITY OF ANY NATURE WHATSOEVER.

15. Limitation of Liability

IN NO EVENT SHALL AGSI'S AGGREGATE LIABILITY TO YOU FOR EVERY REASON WHATSOEVER EXCEED ONE DOLLAR (\$1.00). IN NO EVENT SHALL AGSI BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Local Laws and Export Control

You acknowledge and agree that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the Canada, the United States and/or the European Union maintains an embargo (collectively, 'Embargoed Countries'), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, 'Designated Nationals'). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all Canadian, U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that may be subject to licensing requirements under the laws of Canada.

AGSI makes no representation that the Service is appropriate or available for use in other locations. If you use or access the Service from outside Canada, the United States of America and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to Canadian, United States or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the Canadian and United States governments or appropriate European body for such purposes.

17. Logo

You shall not alter, deface or delete any AGSI design marks, trade names, trade marks or logos, nor attempt to do so.

18. Notice

AGSI may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in AGSI's files. Such notice shall be deemed to have been given 12 hours after sending. You may give notice to AGSI (such notice shall be deemed given when

received by AGSI) at any time by any of the following: letter sent by confirmed facsimile to AGSI at the following fax number: (905) 876-3973; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to AGSI at the following address: AGSI, 13029 Steeles Ave., LOP 1E0, Halton Hills, Ontario.

19. Modification to Terms

AGSI reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

20. Assignment

This Agreement may not be assigned by you without the prior written approval of AGSI but may be assigned without your consent by AGSI.

21. General

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable thereto, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and AGSI as a result of this Agreement or use of the Service. The failure of AGSI to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by AGSI in writing. This Agreement comprises the entire agreement between you and AGSI and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. You agree that this Agreement is not a "consumer agreement" or an "internet agreement" as those terms are defined under the Consumer Protection Act, 2002 (Ontario).

22. Definitions

Unless otherwise expressly indicated, as used in this Agreement the following words shall have the following meanings: (i) 'Agreement' means these online terms of use and any materials available on the AGSI website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by AGSI from time to time in its sole discretion; (ii) 'Content' means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; (iii) 'Customer Data' means any data, information or material provided or submitted by you to the Service in the course of using the Service; (iv) 'Effective Date' means the date this Agreement is accepted by you by on-line or other evidence of your acceptance of the same; (v) 'Intellectual Property Rights' means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; (vi) 'AGSI', an Ontario corporation, having its principal place of business at 13029 Steeles Ave., LOP 1E0, Halton Hills, Ontario; (vii) 'AGSI Technology' means all of AGSI's proprietary



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technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by AGSI in providing the Service; (viii) 'Service(s)' means the specific GO360™ applications of AGSI's services and maintained by AGSI, accessible via <http://www.AGSI.ca> or another designated web site or IP address, or ancillary services rendered to you by AGSI, to which you are being granted access under this Agreement, including the AGSI Technology and the Content.