

SOFTWARE END USER LICENSE AGREEMENT  
LAST UPDATED: JANUARY 1, 2009

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PLEASE READ THIS SOFTWARE END USER LICENSE AGREEMENT (THIS "AGREEMENT") CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE ORGANIZATION THAT YOU REPRESENT (COLLECTIVELY, "YOU") AND AGILE PARTNERS INC., A COMPANY FORMED PURSUANT TO THE LAWS OF BRITISH COLUMBIA, CANADA ("API"), AND CONTAINS IMPORTANT TERMS AND CONDITIONS RELATING TO MATTERS SUCH AS PROPRIETARY RIGHTS, INDEMNITIES, AND LIABILITY.

You must accept this Agreement by clicking the "I agree" option below in order to use the Service (defined below). By clicking the "I agree" button or by registering for or using the Service, you acknowledge having read, understood and agreed to all of the terms, conditions, obligations and limitations of this Agreement and you agree that it governs your use of the Service.

If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you must select the "I disagree" option at the bottom of the Agreement and you must cease all use of the Service for any purpose.

**BACKGROUND:** API has developed an Internet-delivered hosted software application with respect to the maintenance, repair, overhaul, scheduling, communicating, planning, reporting, administration and management of mobile and stationary parts, equipment, aircraft, helicopters, boats, ships, vehicles and vessels, known as the "AgileCSI Suite" (the "Service") available at <http://www.csiaero.com> or any other web address or domain name operated by API (collectively, the "Website"). You, or (if applicable) the legal entity that you represent, wish to use the Service, and API wishes to allow you to use the Service, in accordance with the terms and conditions of this Agreement.

**YOU AND API AGREE AS FOLLOWS:**

1. **Service.** For greater certainty, the Service includes any version or edition of the Service, together with all other services (a) identified during the registration of an account to use the Service (your "Account"), (b) ordered by you from API, or (c) available through the Website.
2. **USE OF SERVICE.** YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS A SCHEDULING AND REPORTING TOOL INTENDED TO SUPPLEMENT, AND NOT REPLACE, YOUR EXISTING PROCESSES AND PROCEDURES IN PLACE FOR THE MAINTENANCE, REPAIR, OVERHAUL, SCHEDULING, COMMUNICATING, PLANNING, REPORTING, ADMINISTRATION AND MANAGEMENT OF PARTS, EQUIPMENT, AIRCRAFT, HELICOPTERS, BOATS, SHIPS, VEHICLES AND VESSELS, AND THE SERVICE IS NOT INTENDED TO REPLACE ANY PROCEDURES OR PROCESSES THAT ARE REQUIRED OF YOU BY ANY APPLICABLE LAWS. FURTHERMORE, THE SERVICE MAY NOT BE USED AS A REPLACEMENT IN THE MAINTENANCE PROCEDURES, GUIDES, OR AIRWORTHINESS DIRECTIONS OR SERVICE BULLETINS ISSUED BY ANY REGULATORY AUTHORITY OR ORIGINAL EQUIPMENT MANUFACTURER OR OTHER INDUSTRY OR SELF-GOVERNING PROCEDURES OR REGULATIONS.
3. **Accepting This Agreement.** To use the Service, you must first fully agree

to this Agreement. You may not use the Service if you do not accept this Agreement. Your actual use of the Service will be deemed to be your agreement to abide fully by this Agreement. You represent and warrant that you possess the legal right, capacity and ability to enter into this Agreement on your own behalf or on behalf of the organization that you represent and to use the Service in accordance with this Agreement. If you are entering into this Agreement on behalf of an organization, the terms “you”, “your” and similar second-person terms used throughout this Agreement shall refer to such organization.

4. Amendments. API may amend this Agreement at any time without notice to you. API will use reasonable efforts to publish each amendment on the Website before such amendment becomes effective, but will, at all times, publish the latest, fully amended version of this Agreement on the Website. You are responsible for regularly reviewing the Website to obtain timely notice of such amendments and the latest version of this Agreement. If any amendment is unacceptable to you, you may terminate this Agreement as set out in this Agreement. If you continue to use the Service after the effective date of each amendment, you will be conclusively deemed to have accepted such amended version of this Agreement.

5. Term. The term of this Agreement begins on the earliest occurrence of any event listed in Section 3, and ends one year thereafter unless terminated earlier in accordance with its provisions (the “Service Term”). The Service Term shall automatically renew for additional, year-long periods unless terminated earlier in accordance with its provisions.

6. License. Subject to the terms and conditions of this Agreement, API hereby grants to you a non-exclusive, non-transferable, revocable, worldwide, limited license (the “License”) during the Service Term to access and use the Service and the, as well as the software and Content (defined below) provided to you as part of the Service, through a World Wide Web browser solely for your own internal business purposes (the “Purpose”). For greater clarity, your License permits you publish and grant access to Your Content (defined below) to within your organization and to third parties, but does not permit you to grant third-party access to your Account or the Service without the express, written consent of API. All rights not expressly granted to you are reserved by API and its licensors.

7. Billing and Payment.

(a) Fees. As an Account-holder, you hereby agree to pay (or to instruct others to pay on your behalf, for which you remain responsible) such fees, including all applicable taxes, incurred by the use of any Service in arrears upon demand by API, all of which shall be charged in accordance with the rates and conditions established by API for the Service and such rates and as conditions may be amended by API from time to time in accordance with this Agreement. Such rates and fees will be posted on the Website or otherwise made available to you by API. Typically, an Account will incur one or more of three types of fees:

(i) Subscription Fees—recurring, periodic Service fees based on the tier of Service you have selected (please refer to your invoices and the Website for specific characteristics of your tier of Service);

(ii) Usage-Based Fees—depending on the tier of Service to which you subscribe, fees based on usage (the amount of data sent or received, or the amount of data stored in connection with your Account);

(iii) Set-Up Fees—an initial, non-recurring fee for setting up your Account and initially providing you with the License, or for upgrading your Account to other tiers of service;

(iv) Special and Other Service Fees—from time to time API may make per-use or customized services available to you at your request, and in connection therewith you may incur special or other service fees in accordance with the relevant documentation thereto.

(b) Billing and Invoices. You will be invoiced monthly on the first day of each calendar month of the Service Term OR the same day as the commencement of the Service Term on each calendar month during the Service Term (your “Billing Day”). Unless you choose to pre-pay your Subscription Fees for periods longer than a month, your Subscription Fees will be invoiced and become payable in advance on the Billing Day for the billing period commencing on that Billing Day and ending immediately before the next Billing Day. Your Usage-Based Fees and Special and Other Service Fees incurred during any billing period will be invoiced and become payable on the next Billing Day. For greater clarity, this means that you will be charged a periodic Subscription Fee in advance at the beginning of each billing period, together with any usage charges or other fees from previous billing periods. Any inadvertent failure of API to provide you with a bill or invoice pursuant to this Agreement does not affect your responsibility to pay any incurred charges. Set-Up Fees will become payable upon the creation of your Account or upgrading of your Account to another tier of Service.

(c) Payments and Payment Methods. All amounts invoiced are due and payable upon receipt of said invoice, whether received electronically or by postage mail. The payment methods available (for example, credit card, etc.) on the Website may be used by you to pay your fees at any time.

(d) Late, Rejected and Unpaid Amounts.

(i) Rejected Payments. If any of your payments are rejected or returned for any reason, API will charge a USD\$100 processing fee to your Account.

(ii) Unpaid Accounts and Late Fees. Any outstanding balance on your Account (including accumulated late fees) unpaid for 30 days after the invoice date will accrue late fees (commencing on the invoice date) at a rate of 1.5% per month (19.5618% per annum compounded) on the total amount overdue.

(iii) Suspension of Unpaid Accounts. Without affecting API’s rights to terminate in accordance with Section 9, if there is an unpaid balance on your Account over 30 days in arrears, API reserves the right to suspend your Account or your access to the Service until you make such arrangements to pay the balance owing in full, without affecting your obligation to pay all amounts outstanding. Any Accounts with overdue balances outstanding days may be sent to collections and will be subject to other collection charges.

(iv) Cancellations and Modifications to your Service. To cancel an Account or any Service, the you must give notice of cancellation in accordance with the procedures described on the Website. All Accounts will have cancellations or downgrades made effective at the end of the next billing period in which the request is received, while upgrades will be made effective immediately. For greater clarity, Service fees will not be calculated on a prorated basis for any billing period due to a cancellation or downgrade, but

prorated Service fees may apply to upgraded Service.

(v) No Refunds. All amounts paid to API in respect of current billing periods for your Account are non-refundable. To the extent that you have pre-paid an amount in respect of future billing periods, any such unused billing periods will be refunded except in relation to the first three months of Service.

(vi) Service Used. You shall be responsible for all fees described herein incurred in respect of your Account, whether incurred by you or other users. It is your, and not API's, responsibility to track the use of your Account, including tracking any measurable units or charges that may be used in relation to your Account.

(vii) Limitation Period for Billing Disputes. Unless you notify API of any errors, discrepancies or irregularities in any invoice within 90 days after they first appear on your invoice, such bill or invoice will be deemed accepted by you for all purposes and you agree to release API from any and all liability and claims of loss resulting from such errors, discrepancies or irregularities.

(viii) Authorization. Your right to use the Service is subject to any limits established by your credit card issuer or financial institution, if applicable. By using a pre-authorized payment method, you expressly authorize API or its agents to charge all fees and charges incurred by you under this Agreement to such payment method and such authorization will survive termination of this Agreement until there are no charges owing by you under this Agreement.

8. Acceptable Use (Things You Must Do). In using the Service, you will, and you will ensure that each person who has access to your Account will

- (a) use the Service only in accordance with this Agreement and pursuant to the License granted herein,
- (b) use the Service only for lawful purposes,
- (c) use the Service to supplement, and not replace, your existing processes and procedures in place for the maintenance, repair, overhaul, scheduling, communicating, planning, reporting, administration and management of parts, equipment, aircraft, helicopters, boats, ships, vehicles and vessels and any processes and procedures that are required of you by applicable laws,
- (d) ensure that your computer hardware and software meets the minimum current system requirements required for the Service, as described on the Website, which description may be updated by API from time to time, and
- (e) immediately notify API any time you become aware of any violation, by any person or entity, of this Agreement and provide API with assistance, as requested, to stop or remedy such violation.

9. Prohibitions (Things You May Not Do). In using the Service, you will not, and you will also not permit any person to, directly or indirectly,

- (a) unless otherwise expressly permitted by written agreement with API, license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease, time-share, or otherwise commercially exploit the Service in any way,
- (b) use the Service in any manner or for any purpose
  - (i) to replace your existing processes and procedures in place for the maintenance, repair, overhaul, scheduling, communicating, planning, reporting, administration and management of parts, equipment, aircraft,

helicopters, boats, ships, vehicles and vessels and any processes and procedures that are required of you by applicable laws,

(ii) as a replacement in the maintenance procedures, guides, or Airworthiness Directions or Service Bulletins issued by any regulatory authority or original equipment manufacturer or other industry or self governing procedures or regulations,

(iii) not permitted by the License, including without limitation purposes other than the Purpose;

(iv) that contravenes, facilitates the violation of, or violates any applicable law, including without limitation all applicable local, state, national and foreign laws, treaties and regulations as well as orders of courts or applicable governmental agencies, or

(v) that extracts, gathers, collects, or store personal information about others without their express consent or that involves data mining, robots or similar data gathering or extraction methods on others' data without their express consent,

(c) alter, modify, reverse engineer, decompile, or disassemble, translate or otherwise attempt to extract the source code from the Service or any part thereof,

(d) disable or circumvent any access control or related process or procedure established with respect to the Service,

(e) remove any copyright or other proprietary notices or labels on or in the Service or any part thereof,

(f) post, upload, reproduce, distribute or otherwise transmit

(i) unauthorized or unsolicited commercial e-mail, junk or bulk e-mail, chain letters or other "spam" or any other duplicative or unsolicited messages, surveys, contests or pyramid schemes,

(ii) any software, materials or information that contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component,

(iii) defamatory, infringing, indecent or unlawful software, materials or information,

(iv) inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls,

(v) software, materials or information where such activity gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of API or any third party; such violations including, without limitation, engaging in copyright infringement, invasion of privacy, trademark infringement and defamation, or

(vi) software, materials or information where such activity constitutes a criminal offence, or otherwise engage in or assist others to engage in any criminal offence, including, without limitation, communicating hatred, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography,

(g) engage in threats, harassment, intimidation, stalking or abuse or any conduct that violates the legal rights of others, including the rights of minors and rights relating to privacy and publicity,

(h) scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such

computer systems,

(i) forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Service,

(j) impersonate or falsely represent your association with any person, including a API representative, without the prior express, written permission of such person,

(k) disrupt or threaten the integrity, operation or security of any Service, any computer or any Internet system, or

(l) violate this Agreement.

10. Your Account and Account Use. Your use of any Service requires a valid Account. Regardless of whether you are the Account-holder, your use of any Service shall at all times be governed by this Agreement; however, if you are not the Account-holder, you are only permitted to use the Service with the permission of the Account-holder. If you are the Account-holder,

(a) you are responsible for your Account and the maintenance, confidentiality and security of your Account and all passwords related to your Account,

(b) you are solely responsible and liable for any and all activities that occur under your Account, including all activities of any sub-Account holders and persons who gain access to your Account, whether with or without your permission,

(c) you agree to immediately notify API of

(i) any unauthorized use of your Account, any Service provided through your Account or any password related to your Account, or

(ii) any other breach of security with respect to your Account or any Service provided through it,

(d) you agree to provide assistance to API, as requested, to stop or remedy any breach of security related to your Account, and

(e) you agree to provide true, current, accurate and complete customer information as prompted by API's registration or Account-creation process or as otherwise requested by API or its agents from time to time and you agree to promptly update such information when any changes occur so as to keep such information held by API current, complete and accurate.

11. Termination.

(a) Methods of Termination. This Agreement, and the License granted under this Agreement, may be terminated as follows:

(i) by API immediately in its sole discretion

(A) immediately upon notice to you if you breach any provision of this Agreement,

(B) immediately upon notice to you if you act in a manner clearly demonstrating your inability to comply with, or intention not to comply with, this Agreement, or

(C) within a 30 days after API gives notice that it is ceasing to provide the Service, either generally to all customers, generally to users in the country or jurisdiction of your residence or from which you use the Service, or to you specifically; or

(ii) by you if you close your Account for the Service and API receives proper notice from You (in a manner directed on the Website with respect to your Account) of such termination. For greater clarity, your notice of

cancellation must be received before the automatic renewal of the Service Term.

(b) Effect of Termination. Upon termination of this Agreement for any reason, you must immediately cease any use of the Service and your License will immediately terminate, and any provisions that, by their meaning or nature, are intended to survive termination of this Agreement shall survive termination or expiration of this Agreement for any reason.

(c) Notification. API shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your Account or your access to the Service.

(d) Access to Your Content. You acknowledge and agree that termination of this Agreement or your License for any reason, or any suspension of your Account, may result in restrictions of, disruptions to or cessation of your or third party access and Your Content (defined below), and you hereby agree to release API from any and all liability and claims of loss resulting from restrictions, disruptions or cessations. API will make available to you a Comma-Separated File (.CSV) data file of Your Content within 30 days of termination if you so request at the time of termination.

12. Proprietary Rights. You and API acknowledge and agree as follows:

(a) API Materials—except with respect to Your Content (defined below), all right, title and interest, including without limitation all worldwide intellectual property rights whether registered or not (collectively, “Right, Title and Interest”), in and to

(i) the Service, including any updates, modifications, enhancements and upgrades thereto, and

(ii) all “Content” (meaning all content and materials including, without limitation, data, information, designs, text, graphics, pictures, video, applications, software, source code, music, sound, documentation, and other files and materials, and their selection and arrangement) available on the Website and through the Service,

is and shall remain fully vested in API or its subsidiaries, affiliates or licensors, and you shall not acquire all or any Right, Title and Interest in or to same except for the License;

(b) API Marks and Logos—unless you have otherwise agreed in writing with API, nothing in this Agreement gives you any or all Right, Title and Interest in or to any of API’s or its licensors’ trade names, trade-marks, logos, domain names, or other distinctive brand features, which shall at all times remain fully vested in API and its licensors except for the right to use same in accordance with the License;

(c) Feedback—all Right, Title and Interest in and to comments, ideas, suggestions and impressions of the Service given by you to API (collectively, the “Feedback”), is and shall be deemed to be the property of API and, by submitting Feedback to API, you agree that you thereby assign to API all Right, Title and Interest in and to such Feedback;

(d) Third-Party Content—notwithstanding the above, some Content accessed or available through any means, including, without limitation, through the Service or over the Internet, may be owned by parties other than you or API (collectively, the “Third-Party Content”) and you agree that you shall not acquire all or any Right, Title and Interest in same except for the license through which such content is given to you (to the extent that such license is inconsistent with

the License);

(e) Your Content—except for Feedback, API does not claim ownership of Content (collectively, “Your Content”) that you post, upload, input, provide, submit or otherwise transmit or make available to API or others using the Service. By posting, uploading, inputting, providing, submitting or otherwise transmitting Your Content to API or others using the Service, you agree as follows:

(i) you have thereby granted API a royalty-free, irrevocable, worldwide, perpetual and non-exclusive license to reproduce, adapt, use, copy, distribute, transmit, store, display, edit, delete, publish and translate Your Content for the sole purpose of, and to the extent reasonably required by API for,

(A) API’s provision of the Service to you, and

(B) API’s ability to ensure adherence to or enforce the

terms of this Agreement;

(ii) you understand that the technical processing and transmission of Your Content and other Content may involve transmissions over various networks and the Internet and changes to conform and adapt to technical requirements of the Service, connecting networks or devices, and may be subject to “caching” or other policies and procedures at intermediate locations on the Internet;

(iii) you confirm, represent and warrant to API that you have all Rights, Title and Interest, as well as the power and authority necessary, to grant the license to Your Content set out above; and

(iv) you will ensure that, and you represent and warrant that, all of Your Content is and shall remain free of Third-Party Content unless you have express permission from the applicable third party to use such Third-Party Content in Your Content and to sublicense it to API in accordance with the license granted to API herein;

(f) Personal Information and Privacy—you acknowledge having read the privacy policy of API located at on the Website, as it may be updated from time to time (the “Privacy Policy”), and hereby consent to

(i) the collection, use and disclosure by API and its agents of your personal information (whether previously collected or to be collected) for the purposes identified in the Privacy Policy, and

(ii) API’s use of such personal information in accordance with applicable terms and conditions contained in this Agreement; and

13. Service Limitations. The following provisions apply with respect to the Service:

(a) General Practices and Limits. You acknowledge that API may establish general practices and limits concerning the use of the Service, including: the maximum size of any message or other data that may be sent from, received by or stored on an Account; the maximum disk space that will be allotted on API's servers on your behalf; and the maximum amount of data, speed of data or type of data that may be sent from or received using the Service or Account. You acknowledge that such general practices and limits may differ for different portions of the Service and for different tiers of Service available from API from time to time, and further that such practices and limits may be set at different levels for different users based upon factors that may be determined in API sole discretion. API reserves the right to change these



general practices and limits at any time, in its sole discretion, with or without notice.

(b) Internet-based Services. The Service depends on the Internet, including networks, cabling, facilities and equipment that is not in the control of API, accordingly (i) any representation made by API regarding access performance, speeds, reliability, availability, use or consistency of the Service are on a “commercial best efforts” basis, (ii) API cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and (iii) as data, messages, information or materials sent over the Internet may not be completely private, and your anonymity is not guaranteed.

(c) Data and Transfer Limits. API has established and may establish from time to time data and transfer limits with respect to the various tiers of Service offered by it. You agree that you may not exceed such limits, which are and will be published on the Website. It is your responsibility to monitor the data and transfer usage of your Account. If your data or transfer rates exceeds these limits, extra fees may be charged or API may, at its sole discretion, terminate or suspend your Service or Account.

14. Support. During the Term, API or its authorized service providers will, using commercially reasonable efforts, provide customer and technical support to you (exclusively in the English language unless otherwise expressly indicated on the Website) the support section of the Website. API reserves the right to modify the specific content of its customer and technical support at any time without notice.

15. Compliance. No API Entity (defined below) has any obligation to censor any of Your Content or Third-Party Content or monitor use of the Service or your Account. However, API may, without notice and in its sole discretion, monitor use of the Service and your Account and may monitor, review, retain and, subject to Section 12(e) above, disclose Your Content or Third-Party Content, material or information for the purpose of (a) adherence to or enforcement of the terms of this Agreement, (b) compliance with any laws or regulations, and (c) responding to any allegation of illegal conduct or claimed violation of third party rights.

16. ACKNOWLEDGEMENT AND DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT: (A) ALL USE OF THE SERVICE AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED UNDER THIS AGREEMENT IS AT YOUR OWN RISK, AND (B) THE SYSTEM IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND WHATSOEVER. API MAKES NO CONDITIONS, WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, SECURITY, QUALITY, CAPACITY, PERFORMANCE, AVAILABILITY, TIMELINESS, CONTENT OR ACCURACY OF THE SERVICES OR ANY OTHER PRODUCTS OR SERVICES SUPPLIED UNDER THIS AGREEMENT. API EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER.

17. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL API, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS OR

EMPLOYEES (COLLECTIVELY, THE “API ENTITIES”) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE USE, NON-USE, OR ACCESS TO THE SOFTWARE, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE API ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

18. APPLICABILITY. WITHOUT RESTRICTING THE FOREGOING, IF CIRCUMSTANCES ARISE IN WHICH YOU OR ANOTHER PARTY IS ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE API ENTITIES, THE AGGREGATE LIABILITY OF THE API ENTITIES FOR DAMAGES IS LIMITED TO USD\$100.00. FURTHERMORE, SOME JURISDICTIONS PROHIBIT THE DISCLAIMER OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN TYPES OF LIABILITY. IN SUCH CIRCUMSTANCES, TO THE EXTENT THAT SUCH PROHIBITIONS PROHIBIT ANY EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT, SUCH EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO YOU STRICTLY TO THE EXTENT NECESSARY TO MAKE THIS AGREEMENT CONSISTENT WITH SUCH PROHIBITIONS AS ARE APPLICABLE TO YOU.

19. INDEMNITY BY YOU—YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE AGG ENTITIES FROM ALL LOSSES, DAMAGES, LIABILITIES, DEBTS, DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, COSTS, CHARGES AND EXPENSES, INCLUDING LEGAL FEES AND ANY AMOUNT PAID TO SETTLE ANY ACTION OR TO SATISFY A JUDGMENT (COLLECTIVELY, “CLAIMS”), IN ANY WAY INCURRED BY OR MADE AGAINST ANY OF THE AGG ENTITIES, WHICH RESULT FROM OR RELATE TO (A) ACCESS TO OR USE, BY YOU OR PERMITTED BY YOU, OF THE SERVICE OR YOUR ACCOUNT, OR (B) ANY OF YOUR ACTS OR OMISSIONS, INCLUDING BREACH OR NON-PERFORMANCE OF THIS AGREEMENT AND ANY VIOLATION OF THIRD PARTY RIGHTS.

20. General.

(a) Assignments, etc.—This Agreement, and any rights and licenses granted hereunder (including the License) may not be assigned by you without the prior written approval of API but may be assigned without your consent by API to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

(b) Entire Agreement—This Agreement, as amended from time to time by API, constitutes the entire agreement between the parties with respect to the subject matter hereof.

(c) Non-Waiver—None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any API Entities, and such waiver may only be effected by an instrument in writing signed by an authorized officer of API. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(d) Notices—Any notice, consent, waiver, approval, authorization or other communication to be delivered in connection with this Agreement

(i) by API to you will be deemed to have been effectively and validly given if delivered or sent to any contact particulars then listed in your Account; please see Section 10(e) for the importance of your maintaining up-to-date contact information with API; and

(ii) by you to API will only be deemed to have been effectively and validly given if in writing and

(A) actually delivered to the following address: 2958 Waterford Place, Coquitlam, British Columbia, V3A 2S9, or

(B) submitted to API through in the user interface for such submissions in the Service.

(e) Costs—If API employs counsel or incurs any costs in enforce any rights arising out of or relating to this Agreement, it shall be entitled to recover such reasonable costs and legal fees related to such enforcement.

(f) Jurisdiction and Governing Law. This Agreement shall be construed and governed by the laws of the Province of British Columbia, Canada.

(g) Inurement—Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) Relationship—You agree that no joint venture, partnership, employment or agency relationship exists between any API Entity and you as a result of this Agreement or use of the Service.

(i) Force Majeure— Neither party shall be responsible for a failure to fulfill its obligations under this Agreement or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of God, acts of government, war, riots, strikes and accidents in transportation.

(j) Severability— If any of the provisions of this Agreement or any part thereof shall be or held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or parts thereof, and the rights and obligations of the parties shall be construed and enforced accordingly, with the invalid or unenforceable provisions or parts modified so as to be limited and enforced to the fullest extent possible.

(k) Currency—All monetary amounts expressed in this Agreement are in United States Dollars, if you are a resident of a country in North America, or in Euros, if you are a resident elsewhere, unless otherwise expressly stated.

(l) Interpretation— In this Agreement, any word is deemed to include the masculine, feminine, neuter, singular or plural form thereof as the context so required. The captions and headings used in this Agreement are for convenience only and do not constitute substantive matter and are not to be construed as interpreting this Agreement. The word “including”, the word “includes” and the phrase “such as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope, and the word “or” between two or more listed matters does not imply any exclusivity between the matters being connected. All references to web-sites in this Agreement shall also include any successor or replacement web sites containing substantially similar information as the referenced web sites.

(m) English Language. The parties have requested and agree that this

Agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

21. Acceptance. You accept and agree to each and every term, condition, responsibility and obligation in this Agreement.