1. Grant of License
   a) Subject to the terms and conditions contained in this Agreement, TASKE hereby grants to You, a non-assignable, non-exclusive, non-transferable, restricted license to use and view the Software. “Software” means (a) all TASKE and third party software delivered by TASKE with the license agreement and all related explanatory written material, if any (“Documentation”); and (b) modified versions, upgrades, updates, additions, maintenance releases and copies of the Software, if any, provided to You by TASKE if a separate license agreement with respect thereto is not entered into between You and TASKE.
   b) All license fees are exclusive of applicable taxes. You will be solely responsible for all applicable sales or equivalent tax consequences which may relate to or arise from this Agreement.

2. Ownership
   The copyright, intellectual property, and all other right, title and interest in the Software and Documentation remain the exclusive property of TASKE and/or its licensors. Physical copies of the Software remain the property of TASKE and/or its licensors and such copies are deemed to be on loan to You during the term of this Agreement. You shall own the files that You produce with the Software, excluding any TASKE intellectual property in such files.

3. Restrictions
   No rights are granted to You except those expressly set forth in writing in this Agreement. You agree not to modify, translate, adapt, reverse engineer, decompile or disassemble, or otherwise attempt to discover the source code of the Software. In addition, except to the extent specifically permitted in this Agreement, You agree not to: (i) rent, lease, assign, sub-license, sell, transfer, transmit, publish, distribute, permit concurrent use of, grant other rights, or otherwise disseminate or provide access to the Software to any third party whether voluntarily or by the operation of law or otherwise; (ii) create derivative works of any part of the Software; (iii) make copies of the Software or Documentation, except that You may make one (1) backup copy of the Software, provided Your back-up copy is not installed or used on any computer unless the computer(s) on which the Software is permitted to be installed is inoperable as a result of a technical malfunction or other similar condition; or (iv) make the Software available over the Internet.

4. Copyright
   The Software and any copies that You are permitted to make, and all rights therein, are owned by TASKE and its licensors. Any copies that You are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software and Documentation and you must not alter or remove any such copyright or other notice on the original copy of the Software or Documentation.

5. Limited Warranty
   a) TASKE warrants to You that the Software will perform substantially in accordance with the Documentation for ninety (90) days following Your acquisition of the Software, provided TASKE has received payment from You of the applicable license fee. During such 90-Day warranty and provided the Software is operated as directed in the Documentation, TASKE warrants that: (i) the Software functions substantially as described in the Documentation, and (ii) the media containing the Software, if provided by TASKE, is free from defects in material and workmanship and will so remain for ninety (90) days from the date You acquired the Software.
   b) TASKE’s sole responsibility for any breach of this warranty shall be, at TASKE’s sole discretion: (i) to replace the defective media, or (ii) to enable You to achieve the same functionality with the Software as described in the Documentation through procedures different from those set forth in the Documentation. Repaired, corrected, or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software. Only if You inform TASKE of Your problem with the Software during the warranty period will TASKE be obligated to honor this warranty. TASKE will make reasonable commercial efforts to replace and advise under this warranty and if the problem persists following such replacement or advice, TASKE will refund the license fees paid hereunder provided You return to TASKE all copies of the Software and Documentation and purge all copies from Your systems.
   c) TASKE shall have no responsibility for the Software if it has been altered in any way by You, if the media or the Software has been damaged by You by accident, abuse or misapplication, or if the problem arises out of use of the Software in conjunction with software not supplied by TASKE. Unless otherwise expressly agreed to in writing, TASKE is not responsible for the installation or integration of the Software or for any data conversion required in order to use the Software. Further, except as expressly agreed to in writing, TASKE shall have no obligation under this Agreement to correct any bugs, defects or errors in the Software or to otherwise support or maintain the Software.
   D) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) TASKE AND ITS LICENSORS PROVIDE THE SOFTWARE AND ANY RELATED SERVICES, STRICTLY “AS IS” AND “AS AVAILABLE” AND WITH ALL FAULTS; (II) TASKE DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR SECURE OR THAT ITS OPERATION WILL BE UNINTERRUPTED; (III) THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, UNDERTAKINGS OR TERMS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND TASKE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING, USAGE OR TRADE; AND (IV) NO TASKE AGENT, EMPLOYEE, REPRESENTATIVE, OR DEALER IS AUTHORIZED TO MODIFY, EXTEND OR ADD TO THIS WARRANTY. THE WARRANTIES IN THIS AGREEMENT GIVE YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

6. Limitation of Liability and Indemnification
   EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING
NEGLECT, CONTRACT OR OTHERWISE, SHALL TASKE OR ITS AGENTS, LICENSORS, SUPPLIERS OR RESELLERS HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF DATA, LOSS OF SOFTWARE OR HARDWARE, LOSS OF PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL OR ECONOMIC DAMAGES OR LOSSES, EVEN IF TASKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS SECTION SHALL SURVIVE AND APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR THE FAILURE OF ESSENTIAL PURPOSE OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL RESTRICT TASKE’S LIABILITY IN A MANNER WHICH IS EXPRESSLY PROHIBITED BY APPLICABLE STATUTE OR REGULATION. EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, YOU AGREE THAT TASKE’S AND ITS AGENTS’, LICENSORS’, SUPPLIERS’ AND RESELLERS’ LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND IRRESPECTIVE OF FAULT OR NEGLIGENCE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AGGREGATE AMOUNT OF PAYMENTS MADE TO TASKE BY YOU UNDER THIS AGREEMENT.

If notified promptly in writing by You of any action brought against You alleging that the provision of the Software under this Agreement by TASKE constitutes an infringement of any Canadian or United States patent, copyright, trade secret or any other intellectual property or property right of any person (“Infringement Claim”), TASKE shall, as its sole liability and Your sole remedy, defend or settle such action at TASKE’s expense and will pay all costs and damages finally awarded up to a maximum of the amount paid for the Software. In addition to TASKE’s obligation to indemnify You as set out in the previous sentence, TASKE may at its entire expense and option either (i) procure for You the right to continue using the Software that gave rise to the Infringement Claim; or (ii) modify or replace the Software affected by the Infringement Claim with non-infringing Software. TASKE shall have no liability in respect of any Infringement Claim to the extent that such Infringement Claim results from: (i) modification of the Software by a person other than TASKE and other than on TASKE’s authority, direction, request or specification, to the extent such claim would have been avoided but for such modification; or (ii) use of Software in combination with other products or services where such use (1) was not recommended by TASKE and (2) does not reasonably constitute an intended or expected combination or use of such Software, to the extent such Infringement Claim would have been avoided but for such combination or use.

7. Illegal and Improper Use
As a condition of Your use of the Software, You shall not use the Software for any purpose that is unlawful or prohibited by these terms and conditions. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by TASKE. TASKE has not obligation to monitor the use of the Software.

8. Termination
TASKE may terminate this license due to Your failure to comply with any of the provisions of this Agreement. Upon termination, all Your license rights to the Software shall cease and You agree to purge the Software from Your systems and destroy or return to TASKE all copies of the Software and Documentation and provide evidence satisfactory to TASKE of such purging and destruction or return.

9. Governing Law
This Agreement shall be governed by the laws in force in the Province of Ontario, Canada without giving effect to the principles of conflicts of law, and excluding that body of law applicable to choice of law. The United Nations Convention for Contracts for the International Sale of Goods shall not apply. The venue for any disputes arising under or in respect of this Agreement shall be Ottawa, Ontario, Canada.

10. General

a) If any provision or part thereof of this Agreement is found to be invalid or unenforceable, such provision or part thereof shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

b) A delay or failure by either party to exercise any right, or a partial or single exercise of any right, shall not constitute a consent to any subsequent breach. Neither party shall be responsible for any failure or delay in complying with the terms of this Agreement resulting from events of force majeure beyond the control of such party which could not be avoided by exercise of due care.

c) You shall have no right to assign this Agreement any rights or obligations under this Agreement. TASKE may assign this Agreement to a third party without the need to obtain your written consent.

d) This Agreement shall be to the benefit of and be binding upon the parties, their successors and permitted assigns.

e) This Agreement contains the complete understanding and agreement of the parties and supersedes all prior agreements or understandings, oral or written, relating to the subject matter herein. It is understood that the Confidentiality and Non-Disclosure Agreement entered into between the parties hereto and dated as of [insert date] survives execution and termination of this Agreement. This Agreement may be amended only in writing and executed by both parties.

f) The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties aux présentes confirment que c’est leur volonté que la présente convention de même que tous les documents, y compris les avis, qui s’y rattachent, soient rédigés en anglais.

g) The provisions of this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement shall so survive, including without limitation, Sections 2, 4, 5(d), 6, 8, 9 and 10.

h) Each Party shall execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to carry out the full intent and meaning of this Agreement.