

End User License Agreement

This end-user license agreement ("EULA") is a legal agreement between Mobiltex Data Ltd. ("**Mobiltex**") and you ("**Customer**") regarding your use of the Software (defined below) provided by Mobiltex.

1. DEFINITIONS

- a. "**Authorized Service Provider**" means a third party who provides services to the Customer, and who is in compliance with the Mobiltex Authorized Service Provider terms and conditions, as amended from time-to-time by Mobiltex (herein the "**ASP Terms and Conditions**");
- b. "**Content**" means the information which is collected or generated by any module of the Software during Customer's authorized use of the Software about the electrical parameters of Customer's infrastructure (e.g. pipelines).
- c. "**Documentation**" means the user guides, reference manuals, and installation materials provided by Mobiltex to Customer related to the Software and Equipment.
- d. "**Equipment**" means Mobiltex hardware purchased or leased by Customer, for example, RMU1 and RMU3 remote monitoring units, and associated sensors, antennae, etc.
- d. "**Software**" means the object code versions of Mobiltex software provided to Customer, as well as any software accessed by Customer via the internet or other networks, together with all subsequent authorized updates, replacements, modifications or enhancements.

2. SOFTWARE

- a. License. In consideration of the yearly data services subscription fees, Mobiltex hereby grants to Customer, a limited, non-exclusive, nontransferable license (without the right of sublicense) during the Term of this EULA to access and run the executable code, and display and store the results, in connection with the Equipment and subject to the restrictions herein, the Software and Documentation, and to access the CorView web portal, solely for Customer's internal information management and processing purposes. Customer may not use the Software or Equipment to provide any pipeline corrosion management services to third parties. Authorized Service Providers may use the Software and Documentation, and access the CorView web portal, subject to the terms of this Agreement and subject to the Mobiltex Authorized Service Provider terms and conditions, as amended from time-to-time by Mobiltex, to provide services to the Customer;
- b. Restrictions. Except as specifically and expressly permitted in writing by Mobiltex, neither the Customer nor any Authorized Service Provider shall (i) violate any restriction set forth in this EULA; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way for use to create a derivative work, or any translation or modification; (iv) include or combine the Software in or with any other software; (v) use the Software for any purpose or in any manner which is contrary to any applicable law; (vi) use the Software to provide processing services to third parties, for example as an outsourcing service provider or on a service bureau basis; (vii) permit any other persons to access or use the Software; (viii) share user ids or passwords; (viii) remove any Mobiltex copyright, patent or trademark notices; (ix) use the Software in conjunction with, or combine the Software with, any open source code, freeware or shareware. Except as

expressly permitted in this EULA, Customer and any Authorized Service Provider may not copy the Software. Customer and Authorized Service Provider may only make copies of Documentation as reasonably necessary for the use contemplated herein and with proper inclusion of Mobiltex copyright notices.

c. Ownership. “**Customer Data**” means the Content and data about Customer’s business and operations, and the infrastructure being monitored in accordance with this EULA. Customer owns Customer Data. “**Mobiltex Data**” means data about Mobiltex’s business, the Software, the Equipment and the CorView web portal and the operation of the Software and CorView web portal. Mobiltex owns Mobiltex Data. This EULA does not grant to Customer or any Authorized Service Provider any ownership interest in the Software or Documentation. By way of clarification, any: (i) database applications; and (ii) general processes, report templates, forms, customer service scripts, business processes, and telecommunications or information technology systems, and any related know-how, or copyright works developed by Mobiltex in connection with the Software or the CorView web portal are and will remain Mobiltex intellectual property. Authorized Service Provider shall not acquire any rights in Mobiltex Data or Customer Data. Customer hereby agrees and acknowledges that Mobiltex owns all worldwide right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Software and Documentation made by or at the direction of Customer or the Authorized Service Provider shall be owned solely and exclusively by Mobiltex, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.

d. Reservation. Mobiltex reserves to itself all of the rights not specifically granted to the Customer under this EULA.

3. CONFIDENTIALITY and NON-USE. The Software, Equipment and Documentation, including any inventions, confidential information, trade secrets, copyright works, training materials, data, ideas, concepts, know-how and technology contained or collected therein or thereby, shall be considered Mobiltex’s proprietary and confidential information (the “**Mobiltex Confidential Information**”). The Content shall be considered the Customer’s proprietary and confidential information (the “**Customer Confidential Information**” and together with the Mobiltex Confidential Information the “**Confidential Information**”). Each party agrees to keep confidential the Confidential Information of the other party. Each party shall at all times exercise a reasonable standard of care with respect to the Confidential Information of the other party, which shall be no less than the standard of care the first party exercises in protecting its own confidential property. Neither party will permit or authorize access to or disclosure of the other party's Confidential Information to any person or entity other than the employees who have a need to know such Confidential Information. Neither party will use the Confidential Information of the other party for any purpose other than for the purpose of performing its obligations under this Agreement; provided that notwithstanding the foregoing Mobiltex shall have the right to use the Customer Confidential Information for the purpose of performing data analysis, creating new products and services, and technological improvement in respect of the Software and Equipment. If a separate, written non-disclosure agreement exists between Mobiltex and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other.

4. TERM; TERMINATION

a. Term. The term of this EULA is one (1) year commencing upon the date of this EULA. This EULA will automatically renew for subsequent, successive one (1) year periods at the then-current Mobiltex prices if the parties have not otherwise agreed upon, in writing, renewal pricing unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term.

b. Termination for Breach. If either party breaches this EULA, and such breach is not cured by the breaching party within thirty (30) days of receiving written notice of the breach from the non-breaching party, the non-breaching party may terminate this EULA, effective upon written notice to the breaching party. If the Authorized Service Provider breaches this EULA or the ASP Terms and Conditions, Mobiltex may terminate this EULA without any further notice to Customer. This EULA will be automatically terminated, without the need for written notice and without a cure period, in the event of bankruptcy, insolvency, receivership on the part of either party.

c. Effect of Termination. Upon termination, for any reason, of the EULA, Mobiltex shall immediately cease providing access to the Software, and Customer shall immediately cease all use of the Software. Customer shall (i) shall return all copies of the Software, Documentation, and any Mobiltex Confidential Information to Mobiltex; and (ii) delete all Software, Documentation, and other Confidential Information from any and all storage media possessed or controlled by Customer. Customer shall immediately pay all amounts due to Mobiltex. Mobiltex shall use commercially reasonable efforts to provide all Customer Data to Customer in a reasonable and agreed upon format.

d. Non-Exclusive Remedy. Termination of this EULA and the license granted hereunder shall not limit the remedies otherwise available to either party, including interim, interlocutory or permanent injunctive relief.

e. Survival. The following provisions will survive the termination of this EULA: 2b-d, 3, 4c, and 5-7.

5. WARRANTIES

a. Software. Subject to the exclusions herein, Mobiltex warrants that commencing from the date of access by Customer and continuing for the period of one (1) year (the "Warranty Period"), (i) the media on which the Software is furnished, if any, will be free of defects in materials and workmanship under normal use; and (ii) the Software will perform substantially in conformance with the applicable Documentation provided to Customer by Mobiltex. Mobiltex does not warrant that the Software will operate in combinations with other software, except as specified in the Documentation, that the Software will meet the Customer's or Authorized Service Provider's requirements or that the operation of the Software will be uninterrupted or error-free. Customer assumes responsibility for taking adequate precautions against damages which could be caused by defects, interruptions or malfunctions in the Software or the hardware on which it is installed. Mobiltex's entire obligation and Customer's exclusive remedy with respect to the Software warranties set forth above shall be, at Mobiltex's option, to either (i) repair or replace any Software containing an error or condition which is reported by Customer in writing to Mobiltex which causes the Software not to conform with the warranty set forth herein or if not reasonably possible, (ii) refund a pro- rated amount paid by Customer to Mobiltex and terminate this EULA.

b. Exclusions. The warranties provided by Mobiltex shall not apply to Equipment and/or Software which: (i) have been altered, except with the express written consent, permission or instruction of Mobiltex, (ii) have been used in conjunction with another product resulting in the defect, except for those third party products specifically approved in writing by Mobiltex, (iii) were other than the

most current version of the Software (but only to the extent that any failure of the Software would have been avoided by the use of the most current version), (iv) have been damaged by improper environment, lightning strikes, abuse, misuse, accident, negligence, act of God, excessive operating conditions, or unauthorized attachments or modifications, or, v) have not been properly installed and operated in accordance with the Documentation, or as otherwise instructed by Mobiltex.

c. Limitation of Liability. Under no circumstance will any employee, officer or director of Mobiltex have any personal liability in relation to this Agreement or its subject matter. Mobiltex will not be liable to Customer for special, indirect, consequential, exemplary or punitive damages, or lost profits.

d. Indemnity. Customer hereby agrees to indemnify, defend and hold harmless Mobiltex, and its officers, directors and employees from and against all threats, claims, actions, causes of action, proceedings, costs, awards, and expenses arising from Authorized Service Provider's use for Customer of the Software, Documentation or the CorView Web Portal.

6. NOTICE. All notices required to be given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice, may change any name or address to which future notice shall be sent.

7. GENERAL. The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this EULA are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this EULA to any other person or legal entity, provided that, Customer may assign this EULA in its entirety to the surviving or successor entity of any name change, reorganization, reincorporation, merger or consolidation or to any purchaser of substantially all of Customer's assets without the consent of, but with notice to, Mobiltex. The terms and conditions in this EULA shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. Mobiltex will not be liable to the Customer, and any breach of this EULA by Mobiltex shall be excused, where Mobiltex is prevented from performing its obligations under this EULA in whole or in part due to force majeure, such as earthquake, pandemic, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event. Any modification or amendment to any of the provisions of this EULA will be in writing and signed by an authorized officer of each party. This EULA does not create or imply any relationship in agency or partnership between the parties. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this EULA. The validity of this EULA and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the province of Alberta, and applicable federal law, without regard to its choice of law provisions. The parties specifically exclude from application to the EULA the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this EULA is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This EULA including any and all exhibits and appendices thereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, negotiations, communications, representations, understandings, and commitments between the parties regarding the subject matter of this EULA.