

GENERAL TERMS AND CONDITIONS

Miovision has developed online software, hardware and streaming products, commercially known as “Spectrum” to provide remote access and management of traffic signals by its Customers. Any Product ordered, installed or used by the Customer shall be as outlined on an Sales Order Agreement entered into between the Customer and Miovision, and shall be subject to and governed by these General Terms and Conditions, and those terms and conditions contained in the relevant Attachments included. All defined terms used herein shall have the meanings set out below, unless otherwise defined in the Sales Order Agreement or Attachments.

THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE PROVISIONS, AND HAS THE AUTHORITY TO AGREE TO, AND IS CONFIRMING THAT IT IS AGREEING TO, COMPLY WITH AND BE BOUND BY, ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, TOGETHER WITH ANY SALES ORDER AGREEMENT AND ALL RELEVANT ATTACHMENTS, ALL OF WHICH ARE INCORPORATED BY REFERENCE AND DEEMED TO BE PART OF THE ENTIRE AGREEMENT ENTERED INTO BETWEEN THE PARTIES, WHICH TOGETHER SUPERSEDE ALL PRIOR OR OTHER AGREEMENTS BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREIN. IF, AFTER READING THIS AGREEMENT, THE CUSTOMER DOES NOT ACCEPT OR AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN, THE CUSTOMER SHALL NOT USE, INSTALL, ACCESS OR ACTIVATE THE PRODUCT IN ANY WAY. IN NO EVENT MAY A CUSTOMER ENTER INTO THIS AGREEMENT AND/OR ACCESS THE PRODUCT IF IT IS A COMPETITOR OF MIOVISION OR ANY OF ITS AFFILIATES.

1. DEFINITIONS.

“**Agents**” includes but is not limited to Miovision’s suppliers, affiliates, subsidiaries, directors, officers, shareholders, employees, consultants, contractors and representatives.

“**Agreement**” includes the Sales Order Agreement, General Terms and Conditions and all Attachments related thereto.

“**Attachment**” includes Attachment A – Software, Attachment B – Hardware (Purchase or Finance), and Attachment C – Streaming Services.

Business Day means Monday to Friday, other than those days which fall on a statutory holiday in the Province of Ontario.

“**Claim**” means all losses, liabilities, damages, claims and costs, including, without limitation, reasonable attorney’s fees and interest and penalties, incurred by a Party hereto as a result of third party claims against such Party with respect to this Agreement;

“**Commencement Date**” means the effective date provided on the Sales Order Agreement, or such earlier date as the Customer may use, access or install the Product, or any portion thereof.

“**Confidential Information**” means all business, financial, scientific, technical and other data and information related to the business of a Party, including without limitation, all Intellectual Property, all information and data relating to business methods and operations, products, developmental work, marketing

materials, customer and supplier names, strategies, studies, reports and evaluations, the terms and payment under the Agreement, and all information disclosed during the term of the Agreement, whether orally or in writing, as well as all information received by a Party from third parties that such Party is obligated to treat as confidential, and which by virtue of the circumstances should be considered to be confidential.

“Documentation” means any on-line user guides and knowledge base documentation/forums, and help and training materials with respect to the Product, provided by Miovision, as may be amended from time to time.

“Fees” means, collectively, any and all amounts owing by the Customer with respect to the Product, including without limitation Software Fees, Hardware Purchase Price and Streaming Fees, as further provided in Attachment A, Attachment B and Attachment C, respectively, and in the Sales Order Agreement;

“Hardware” includes all Spectrum Hardware, including Spectrum Interface, Spectrum SmartLink, and Spectrum Camera360, and including their respective components, all as further outlined on Attachment B and described from time to time on Miovision’s website at www.miovision.com.

“Intellectual Property” means any and all intellectual property owned by Miovision in the Product, [and Documentation], and all modifications, enhancements, corrections and additions thereto and all Intellectual Property rights related thereto, including, without limitation, all technical information, technical data, inventions, products, data, algorithms, design, methods, know-how, processes, copyrights, patents, trade secrets, software (including object code and source code), models, patterns, drawings, specifications, prototypes, discoveries, techniques systems, works of authorship, ideas, and concepts, and all intellectual property rights therein (whether or not patentable or registerable under copyright, trade-mark, trade secret or similar legislation or subject to analogous protection).

“Product” means collectively, the Software, Hardware and Streaming Services, as applicable.

“Sales Order Agreement” means a document issued by Miovision and approved by Customer in writing which outlines the Product being provided by Miovision to Customer and all Fees, including any additional terms and conditions related to the provision of the Hardware Installation Services or any custom development and deliverables, and any other provisions applicable to the Product as agreed upon by the parties.

“Software” means Miovision’s software, known as Miovision Connect, providing remote access to Spectrum Hardware, as well as the optional online application, known as Miovision Signals, used to manage, process, and report data as further outlined on Attachment A, and described from time to time on Miovision’s website at www.miovision.com.

“Software Streaming” means video streaming from Miovision-approved camera devices to Miovision Signals Software to allow access to remote video data, as further outlined on Attachment C and described from time to time on Miovision’s website at www.miovision.com.

“Support” means such maintenance services and technical support for the Product provided by Miovision under this Agreement.

“Suspended Account” means that all logon attempts to the Software by the Customer will be blocked, and that all Support will cease until Customer makes the full payment due and owing, including any interest and other charges accruing during the suspension period.

“Systems” means a third party hosted facility and/or other systems used by Miovision to host the Software from time to time.

“Taxes” includes, but is not limited to, sales, use, value added, or other taxes or duties, or any applicable export or import duties, as applicable, related to the provision of the Product hereunder.

“Term” means the term of the Agreement as defined in section [4], as may be further outlined in the Sales Order Agreement.

“Users” means the Customer’s agents, contractors or employees.

2. PRODUCT AND SERVICES

2.1 Delivery of Product. Miovision shall deliver to the Customer such Software, Hardware and Streaming Services as are outlined in the Sales Order Agreement executed by the parties, specifying the license of Software, the purchase of Hardware, and the provision of Streaming Services being ordered.

2.2 Support and Services. The Customer shall be solely responsible for the installation of the Software and Hardware, provided that Miovision may agree to provide such installation services at the request of the Customer for such additional fees as may be applicable to such services, as determined by Miovision from time to time. Hardware Installation Services are available as defined and further described in Attachment B, for the cost outlined in the Sales Order Agreement. Miovision shall provide support to the Software, Hardware and Streaming Services as further provided in the relevant Attachment.

2.3 Custom Work. In the event that the Customer wishes to have Miovision provide any custom development and/or additional services or Support at any time during the Term of the Agreement, the parties will negotiate the terms and conditions of such additional services, and enter into a separate mutually agreeable contract. If Miovision delivers any custom development to the Customer, any and all Intellectual Property developed as a result shall be deemed to be owned exclusively by Miovision.

2.4 Evaluation Period. For initial purchases (only) of the Product, Miovision may provide a 90-day evaluation period (**“Trial Period”**), which shall be outlined in the Sales Order Agreement, and include the success criteria clearly noted as agreed to by the parties. If within the Trial Period, the Product fails to meet the success criteria or properly integrate with the Customer’s Systems, and the Customer notifies Miovision in writing prior to the end of the Trial Period, then the Units may be returned and the Customer will not be invoiced for any Fees whatsoever.

3. PAYMENT AND FEES.

3.1 Payment of Fees. Software Fees, Hardware Purchase Price, Streaming Fees and any and all other amounts payable by Customer to Miovision under or as a result of this Agreement (subject to the Trial Period) will be invoiced at time of shipment and will be due on such dates and for such amounts as indicated on the relevant Sales Order Agreement, the relevant Attachment, and invoices provided by Miovision to Customer. In the case where a Trial Period is applicable and the Customer returns the Product within the ninety (90) day period, no Fees shall be payable by the Customer. Unless otherwise indicated, all Fees are quoted in Canadian or U.S. dollars as applicable based on the registered office or location of the Customer, and are non-refundable, except as may otherwise be provided in this Agreement. Any payment not received from Customer by the due date shall accrue

interest at the lower of 1.5% of the outstanding balance per month (being 18% per annum), or the maximum rate permitted by law, whichever is less, from the date such payment is due until the date paid in full, with interest calculated and payable monthly in arrears based on the amount outstanding as of the last business day of such month. Customer shall also pay all sums expended (including reasonable legal, collection and recovery fees and expenses) in collecting overdue payments.

3.2 Taxes. The Customer shall be responsible for all applicable Taxes payable with respect to the Product, including without limitation in respect of Fees and any other amounts arising in connection with the use of the Software, Streaming Services, Support provided to the Customer, and the registration, licensing or possession, use or operation of any Hardware. If Miovision pays Taxes on Customer's behalf, Customer agrees to reimburse Miovision for such payment immediately upon demand. If any tax in the nature of withholding tax is payable on any sums payable to Miovision under this Agreement, Customer shall pay Miovision such amount as is necessary to ensure that the net amount received by Miovision after such withholding shall be equal to the amount originally due, unless Customer provides Miovision with a valid exemption certificate authorized by the appropriate taxing authority. Customer shall indemnify and hold harmless Miovision from any Taxes due and payable hereunder.

3.3 Suspension of Services. If Fees are not paid by the due date (except for disputed amounts), in addition to any other rights and remedies Miovision may have (including interest owing, and the termination rights set forth herein), Miovision reserves the right to suspend Customer's access to Software and Support without liability to Miovision, until such account is paid in full. Miovision's right to suspend an account is in addition to any other rights and remedies available to Miovision in the event of non-payment, including interest on overdue amounts and the termination rights set forth herein. Miovision shall not be liable to Customer or to any other person as a result of any suspension or termination of access to the Software or Support. A Suspended Account does not remove Customer's obligation to pay those amounts outstanding to the date of such suspension or thereafter for the remainder of the Term, as the case may be.

4. TERM AND TERMINATION OF AGREEMENT

4.1 Term and Renewal. This Agreement shall commence on the Commencement Date, and continue for the term outlined in the Sales Order Agreement (the "**Term**"), unless earlier terminated in accordance with the provisions of the Agreement. This Agreement shall automatically renew for successive additional periods of the same duration as the initial Term specified herein, (each, a "**Renewal Term**"), on the same terms and conditions as provided herein (save and except with respect to Fees which Miovision may adjust as provided herein, or as may be otherwise negotiated between the Parties), unless one Party notifies the other Party in writing at least 60 days prior to the end of the Term or a Renewal Term, as the case may be, that it has elected not to renew this Agreement.

4.2 Termination.

- (a) **Termination for Breach:** Each of the following occurrences shall be deemed to be a breach of this Agreement ("**Event of Default**"):
- i. the Customer fails to make payment of any amount due to Miovision; or
 - ii. the Customer breaches any of the obligations or provisions of this Agreement and fails to remedy such breach within 10 days of written notice from Miovision of such default; or
 - iii. immediately on written notice by Miovision if the Customer breaches or threatens to breach any provisions of this Agreement relating to Miovision's IP and/or Confidential Information;

and upon an Event of Default, Miovision may, in its sole discretion, suspend access to the Software, Software Streaming or Support by the Customer until such breach is remedied and/or terminate this Agreement.

- (b) **Effects of Termination:** Upon the effective date of termination of this Agreement for any reason:
- i. all rights and obligations under this Agreement shall terminate, and Miovision shall cease providing access to any Software, Software Streaming and Support whatsoever;
 - ii. Customer shall immediately make any payment to Miovision for any applicable Software discounts provided to the Customer under multi-year agreements, which by virtue of termination of this Agreement are no longer applicable;
 - iii. Customer shall be entitled to retain all Hardware purchased and paid in full, and for any financed Hardware, Customer shall immediately make payment to Miovision for any remaining balance owing for Hardware;
 - iv. Customer shall release Miovision from all obligations under this Agreement, and all rights and obligations of the Customer shall be at an end save and except for obligations accrued and owing up to the effective date of termination, including the obligation of the Customer to pay for all outstanding Fees owing hereunder and all costs incurred by Miovision (including reasonable legal fees) in enforcing its rights hereunder;
 - v. each of the parties shall immediately return to the other, or destroy (including providing satisfactory evidence of such destruction) all copies of any Confidential Information in such party's possession or control;
 - vi. Miovision shall continue to have all remedies which are available to it at law or in equity, including injunctive relief;
 - vii. the provisions of the Agreement regarding payment obligations, termination rights, Confidential Information, intellectual property, Customer Data, liabilities and Indemnity shall survive termination of this Agreement.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 Miovision Intellectual Property. The Customer acknowledges and agrees that all Intellectual Property in the Product are owned and/or licensed by Miovision. Except for the License and rights specifically granted hereunder, nothing in this Agreement gives the Customer any right, title or interest in, to or under any Intellectual Property, and to the extent the Customer acquires rights in Miovision's IP, the Customer assigns such rights to Miovision and waives any moral rights it may have in Intellectual Property to and in favour of Miovision. All Intellectual Property shall be deemed to be Confidential Information, and the Customer shall be bound by all confidentiality provisions with respect thereto.

5.2 Confidential Information. As a result of this Agreement, each of the Parties may have access to Confidential Information of the other. Each Party agrees to preserve the strict confidentiality of such information in the same manner as it protects the confidentiality of its own information and data (at all times exercising at least a reasonable degree of care in the protection of the Confidential Information) and take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement, during the Term of this Agreement and for a period of three (3) years thereafter. Upon termination of this Agreement, all copies of all Confidential Information shall be either returned to its owner or destroyed, at the discretion and written direction of the owner. Confidential Information shall not include information which:

- (a) is known publicly, or is generally known in the industry before disclosure;
- (b) becomes a part of the public domain through no act or omission of either Party;

- (c) was in lawful possession of the recipient prior to the disclosure and had not been obtained by such recipient either directly or indirectly from the other Party;
- (d) is lawfully disclosed to a Party by a third party without restriction on disclosure;
- (e) is independently developed by a Party without use of or reference to the other Party's Confidential Information; or
- (f) is required to be disclosed by law or valid order of a court or other governmental authority, provided that the Party shall first have given prompt notice to the other Party of such request, and the disclosing party has a reasonable time to attempt to limit or prevent such disclosure.

6. LIABILITY AND INDEMNITIES

6.1 **Limitation of Liability.** Except as expressly stated herein or in an Attachment hereto, there are no warranties or conditions (whether implied or arising by statute or otherwise in law or from a course of dealing or usage of trade) for the Software, Hardware, Hardware Installation Services, Streaming Services, Streaming Implementation Services, or Support, and MIOVISION DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. Miovision does not warrant that the functions contained in Software or Streaming Services will meet Customer's requirements or that the operation of Software or Streaming Services will be uninterrupted or error-free. Furthermore, Miovision does not warrant that Software or Streaming Services will appear or operate precisely as described or that all errors will be corrected. For greater certainty, Miovision has not warranted (1) that Software or Streaming Services will operate without interruption or error-free or at particular performance levels, (2) as to the quality, completeness, accuracy, usefulness or integrity of any information resulting from the use of Software or Streaming Services, (3) that the Software or Streaming Services will not give rise to, or cause errors, bugs, or other defects that can impact on all or any of the foregoing. The nature of the Software and Streaming Services, as well as the Hardware, connectivity and related matters, including without limitation its use of and reliance on data provided by persons other than Miovision is such as to also require the exercise by the Customer of subjective judgments as to accuracy, materiality, relevance and other factors. It is the responsibility of Customer to review, check and confirm results. MIOVISION AND MIOVISION AGENTS SHALL IN NO EVENT BE LIABLE FOR ANY LOSS, INJURY, CAUSE OF ACTION (WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE), LIABILITY OR DAMAGE OF ANY KIND (INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE) FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT. IN NO EVENT SHALL MIOVISION OR MIOVISION AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES), WHETHER OR NOT FORESEEABLE INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOST DATA OR ANY FAILURE OF SECURITY RESULTING FROM (I) THE USE OF OR INABILITY TO USE SOFTWARE OR STREAMING SERVICES OR (II) THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, OR (III) THE USE OF OR INABILITY TO USE ANY HARDWARE PROVIDED BY MIOVISION, EVEN IF MIOVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S RECOVERY WITH RESPECT TO SERVICES AND SUPPORT SHALL NOT EXCEED THE TOTAL FEES AND CHARGES PAID BY THE CUSTOMER FOR SAME DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, IRRESPECTIVE OF THE NATURE OF THE CLAIM. Because some jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation set forth in this section may not apply to the Customer. No action against Miovision or any of its Agents, regardless of form (including negligence), arising out of or in any way related to this Agreement may be brought more than one year after the cause of action has arisen.

6.2 **Acknowledgement regarding Internet.** The Customer acknowledges and accepts that, despite the internet being accepted as a secure environment, there may be interruptions in service or events, and

access to the Software or Streaming Services may be interrupted, suspended or terminated from time to time, due to circumstances beyond the control of Miovision. Despite Miovision's reasonable commercial efforts, including usage of only top tier Enterprise Class vendors for wireless communications and data hosting, to keep the Software and Streaming Services accessible at all times, the Software or Streaming Services may be unavailable from time to time for any reason, and the Customer acknowledges and agrees that Miovision shall not be responsible at any time for any claims, data lost or damages incurred while transmitting information on the internet with respect to the Software or Streaming Services. While Miovision shall take reasonable precautions to ensure security of the Software or Streaming Services and to protect Customer Data, the Customer acknowledges that the internet provides the opportunity for unauthorized third parties to gain access to the Software and Streaming Services and Customer Data. Accordingly, Miovision cannot and does not guarantee the privacy or security of any Customer Data or Customer Confidential Information transferred over or stored in any system connected to the internet, and disclaims any warranty or representation that confidentiality of information transmitted through the provision of the Software or Streaming Services can or will be maintained. The Customer acknowledges that Miovision shall not be liable for any access to or usage by third parties of any information used in connection with the Software or Streaming Services, and Miovision's sole and exclusive liability shall be for Miovision to correct any reported problem in the Software or Streaming Services directly attributable to its own support failure.

6.3 Indemnification by Customer. Customer agrees to indemnify and hold harmless Miovision and Miovision Agents from and against all Claims:

- (a) arising from any breach of the provisions of this Agreement by Customer, or Customer's employees or agents,
- (b) arising as a result of or in connection with any third party alleging that the use of Software, Hardware or Streaming Services, other than in accordance with this Agreement by Customer or Customer's employees or agents, infringes, misappropriates or violates any copyrights, trademarks, trade secrets or other proprietary rights of, or has otherwise caused harm to, a third party; or
- (c) with respect to liability or damage related to or caused by the use of the Product by the Customer.

6.4 Indemnification by Miovision. Miovision shall indemnify and hold harmless Customer from and against third party Claims:

- (a) arising from any breach of the provisions of this Agreement by Miovision, or Miovision's Agents, or
- (b) for infringement or violation of third party intellectual property rights associated with the Software, Hardware or Streaming Services, but notwithstanding the foregoing, if Miovision reasonably believes that the Customer's use of any portion of the Product is likely to be enjoined by reason of a Claim of infringement or violation of a third party's intellectual property rights, then Miovision may, at its sole option and expense:
 - i) procure for Customer the right to continue using the affected portion of the Product;
 - ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action described in this section; or
 - iii) modify the applicable portion of the Product so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of Software as set out herein.

PROVIDED THAT Miovision shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of Software or Streaming Services with other equipment, software, apparatus, devices or things not supplied by Miovision or in a manner not substantially consistent with Miovision's specifications and instructions. This section states the entire liability of Miovision for any type of infringement or breach whatsoever of

intellectual property rights of third parties resulting from or relating to the provision by Miovision of the Product or Support.

6.5 **Mutual Indemnity Provisions.** Each party's indemnity obligations in this Agreement are subject to the following:

- (a) the aggrieved party shall promptly notify the indemnifier in writing of the Claim;
- (b) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim; and
- (c) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

7. MISCELLANEOUS

7.1 **Publicity.** Neither party shall have the right to use the other party's trademarks, service marks or trade names in any advertising, publicity or promotion or other disclosures, nor issue any press release, public announcement or other disclosure to any third party regarding this Agreement without the prior written consent of the other party. Customer agrees that Miovision may use Customer's name and logo to identify Customer as a customer of Miovision's on Miovision's website, and as a part of a general list of Miovision's customers for use and reference in Miovision's corporate, promotional and marketing literature. Additionally, Customer agrees that Miovision may issue a press release identifying Customer as a Miovision customer and describing Customer's utilization and the benefits that Customer receives from use of Miovision's services, subject to Customer's prior review of same.

7.2 **Entire Agreement.** This Agreement, all Attachments, the Sales Order Agreement, and any schedules, exhibits, amendments, addendums or additions thereto from time to time set forth the entire understanding of the parties regarding the subject matter and supersede all prior or other agreements, covenants, arrangements and discussions with respect thereto. No provisions shall be modified, or waived, in whole or in part, except in writing signed by an authorized representative of Miovision and Customer. All prior and contemporaneous discussions and agreements are merged into this Agreement. No modification of, amendment or addition to the Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto.

7.3 **Interpretation.** If any provision of the Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect. The terms of the Agreement are and shall be deemed jointly drafted and written by all parties to them and shall not be construed or interpreted against the party originating or preparing them. No delay in exercising, or failure to exercise, any right or remedy shall operate as a waiver of any other right or remedy, or preclude the exercise of that remedy at any time, and any waiver of any right or remedy under this Agreement must be in writing and signed by each party. The waiver by Miovision of any breach hereof or default in any payment shall not be deemed to constitute a waiver of any succeeding breach or default. Headings used in the Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or subsection or in any way affect this Agreement. Unless otherwise expressly stated, all references in the Agreement and including any schedule hereto to currency amounts shall be in the current and for the amount specified based on the location of Customer specified in this Agreement.

7.4 **Notices.** Any notices, demands and other communications hereunder shall be in writing and shall be delivered, sent by electronic transmission, or by mail, registered or certified, return receipt requested, postage prepaid, and addressed to the parties as outlined in the Sales Order Agreement. All notices shall be effective and deemed to be delivered (i) if mailed, on the fifth business day following such mailing, unless there is an interruption in the mail, in which case it shall be deemed to have been given when received; or (ii) if delivered or sent by electronic transmission, on the business day

following the date of dispatch or the date of transmission, as the case may be. Either party may change the address for notice by giving written notice of such change to the other party in the manner provided in this Section.

- 7.5 Relationship of Parties.** The parties shall at all times be an independent contractor, and not an employee, agent, representative or otherwise, of the Customer, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties, and neither Party is by virtue of this Agreement authorized as an agent, employee or agent representative of the other. The Customer acknowledges that Miovision may, in its sole discretion, designate an authorized agent, distributor, reseller or sub-contractor to perform any obligations in accordance with the provisions of this Agreement, which third party the Customer further acknowledges is not an employee, but an independent contractor, of Miovision. Nothing in this Agreement will be construed to prevent Miovision from marketing, licensing, selling or otherwise providing the Software Services, Support, or Hardware, or any aspects of Miovision's technology or other product offerings to any third party.
- 7.6 Assignment.** Unless expressly permitted, the Customer may not assign, sublicense or otherwise transfer this Agreement, in whole or in part, by a change of control of the Customer or by operation of law, and any such attempted assignment shall be void and of no effect without Miovision's advance written consent. Miovision may assign this Agreement without the consent of, but on notice to, the Customer. In addition, either Party may assign this Agreement to an affiliate or wholly owned subsidiary or in connection with an amalgamation, merger, acquisition, sale of all or substantially all of its assets, annexation, or other business or legislated combination without the other Party's advance written consent provided that such assignment or transfer shall in no way limit or reduce any contractual obligation of the Party effecting such assignment or transfer without express written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of Miovision and Customer and each of their successors and permitted assigns.
- 7.7 Export and Control Restrictions.** The Customer acknowledges that the Agreement and the provision of all products hereunder shall be subject to the export control laws and, regulations of Canada as are in force from time to time and the Customer shall comply with all such laws and regulations.
- 7.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Ontario, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, and all courts competent to hear appeals therefrom.
- 7.9 Force Majeure.** Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances. The foregoing shall not apply to any obligation for payment hereunder.