

END USER LICENCE AND MAINTENANCE AGREEMENT

Please read this end user license and maintenance agreement ("**Agreement**") carefully. This Agreement defines the terms and conditions under which GROUPE SHAREGATE INC. ("**Sharegate**") will deliver and support the Software, as defined below. By installing or using the Software, you agree to be bound by the terms and conditions of this Agreement.

This Agreement is between Sharegate and the person who uses the Software defined herein in accordance with the License or Trial License also defined herein (the "**Licensed User**"). Sharegate is willing to grant a Licensed User the right to use or try the Software only if the Licensed User accepts all of the terms and conditions of this Agreement, and pays or has paid Sharegate, its resellers or agents, all the applicable fees.

[by clicking the "i agree" button below] and/or accessing the Software, the Licensed User acknowledges that he has read this Agreement, understands it and agrees to be bound by it. If the Licensed User does not agree to all of the terms and conditions in this Agreement, no license to the Software shall have been granted and the Licensed User should not access or otherwise utilize the Software.

1. DEFINITIONS AND INTERPRETATION

The following terms shall have the meaning ascribed to them below. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings ascribed therein.

- 1.1. "**Commencement Date**" means the date when this Agreement is entered into between Sharegate and the Licensed User.
- 1.2. "**Confidential Information**" has the meaning set forth in Section 10.1.
- 1.3. "**License**" has the meaning set forth in Section 2.2.
- 1.4. "**Licensed User**" means a person who Sharegate allows to access, install, try and use the Software.
- 1.5. "**Related Materials**" means all documentation supplied by Sharegate under this Agreement, whether in electronic and physical formats.
- 1.6. "**Software**" means Sharegate's desktop software application comprising a set of features for SharePoint site, SharePoint Governance or SharePoint content migration, and Related Materials.
- 1.7. "**Maintenance Services**" has the meaning set forth in Section 3.
- 1.8. "**Seat**" means an access to a single installation of the Software.
- 1.9. "**Trial License**" has the meaning set forth in Section 2.1.
- 1.10. "**Trial Version**" means a version of the Software, so identified, to be used only to review, try and evaluate the Software for a limited time period. The Trial Version may have limited features and will cease operating after a predetermined amount of time due to an internal mechanism within the Trial Version.
- 1.11. "**Unlocking Date**" means the date when Sharegate issue a license key to the Licensed User.

2. GRANT OF LICENSE

- 2.1. If the Software is a Trial Version, this Section 2.1, and not Section 2.2, shall apply: Subject to the provisions of this Agreement, Sharegate hereby grants to the Licensed User and Licensed User accepts a limited, personal, revocable, non-perpetual, non-exclusive, non-transferable, non-assignable, non-sublicensable object code license to review, try and evaluate the Software for its internal business purposes for the duration specified on Sharegate's website when the Software is installed (the "**Trial License**").
- 2.2. If the Software is not a Trial Version, this Section 2.2, and not Section 2.1, shall apply: Subject to the provisions of this Agreement as well as the payment of all applicable fees for the term of such license, Sharegate hereby grants to the Licensed User and Licensed User accepts a limited, personal, revocable, non-perpetual, non-exclusive, non-transferable, non-assignable, non-sublicensable object code license to use the Software for its internal business purposes for a single year (the "**License**").
- 2.3. All rights not specifically granted to the Licensed User by this Agreement are reserved to Sharegate. The License is a per-Seat license and not a concurrent user license. Licensed User may only install the number of Seats and may only use the Software for the number of Licensed Users authorized by Sharegate. Licensed User may make backup copies of the Software in machine readable form provided that such copies are for Licensed User's own use and that no more than the number of Seats authorized by Sharegate are in use at any time. (The Software is considered in use when any portion of the Software is loaded in memory.) Licensed User will make no other copies of the Software except as authorized herein. Title to the Software remains vested in Sharegate, and nothing in this Agreement conveys any title or interest therein to Licensed User.

3. MAINTENANCE SERVICES

During the term the License, Sharegate agrees to provide to Licensed User software maintenance services, namely (i) making available to Licensed User updates and/or enhancements generally made available to Sharegate's customers from time to time, if any, and (ii) technical support, on an as-needed basis, to one technical contact designated by the Licensed User, for the sole purpose of addressing technical issues relating to the use of the Software, which may include online technical support, and phone technical support when deemed appropriate at the sole discretion of Sharegate, but which exclude any on-site technical support by Sharegate personnel, agents or subcontractors (collectively referred to as the "**Maintenance Services**"). Without limiting the generality of the foregoing, any requests by Licensed User for additional features or functionality that fall outside of Sharegate's ongoing policy of updating and/or enhancing the Software are excluded from Maintenance Services.

3.1. Licensed User's Obligations

- 3.1.1. **Back-Ups:** Licensed User acknowledges that it is solely responsible for ensuring that adequate back-ups are made.
- 3.1.2. **Current Software Version:** Licensed User must upgrade the Software in its entirety to the most recent released version of the Software. Sharegate may decline a request for technical support for a Software version that is not the most recent released version.
- 3.1.3. **Current Operating System, Hardware and SharePoint version:** Licensed User agrees that, subject to Licensed User's internal policies, it will upgrade the computer operating system, hardware to meet the changing requirements

of the Software as specified by Sharegate as part of a current release of the Software, or as the parties mutually agree. The parties agree that Sharegate is not obligated to ensure that new releases of the Software is compatible with hardware or computer operating system exceeding 3 years from the date of their respective releases.

3.2. Maintenance Services Limitations

- 3.2.1. Sharegate may refuse to provide technical support related to (i) Licensed User data; (ii) unauthorized modified portions of the Software, or (iii) portions of the Software affected by unauthorized modified portions of the Software. Licensed User agrees that the hardware on which the Software operates will be operating properly at all times and must have been and continue to be properly maintained by the manufacturer of the hardware or a properly qualified service organization.
- 3.2.2. Corrections for difficulties or defects traceable to Licensed User's errors or unauthorized changes, Licensed User's hardware, or conflicts with other software not identified by Sharegate as compatible or part of the recommended operating environment are excluded from the Maintenance Services and may be subject to billing at Sharegate's then-current standard time and material charges.
- 3.2.3. Licensed User is responsible for properly testing and applying routine virus updates and security patches without the need for additional Sharegate notification.

4. TERM AND TERMINATION

- 4.1. This Agreement commences as of the Commencement Date and remains in force until Licensed User or Sharegate terminates this Agreement pursuant to the terms herein. Upon termination of this Agreement, Licensed User must permanently delete all copies of the Software under its control or in its possession, and upon request by Sharegate, must provide a written confirmation of such deletion.
- 4.2. The License commences as of the Commencement Date, and remains in force until the earliest of the following two events (i) the first anniversary date of the Unlocking Date unless the License is renewed for an additional year before the first anniversary date of the Unlocking Date or (ii) when Licensed User or Sharegate terminates this Agreement or the License pursuant to the terms herein. Upon termination of this License, Licensed User must permanently delete all copies of the Software under its control or in its possession, and upon request by Sharegate, must provide a written confirmation of such deletion.
- 4.3. Except where automatic termination occurs in the event of breach of confidentiality or unauthorized transfer pursuant to the provisions of this Agreement, if Licensed User breaches any other provision of this Agreement, Sharegate may terminate this Agreement, provided, however, that (i) Sharegate has given to Licensed User a prior written notice of the breach with a period of at least thirty (30) days to cure it and (ii) Licensed User has not cured the breach during such period. Termination for breach shall not alter or affect Sharegate's right to exercise any other remedies for breach.

5. FEES

- 5.1. In consideration of the License and the Maintenance Services, Licensed User must, upon sending of a purchase order or receipt of an invoice, pay Sharegate on or before the Unlocking Date, the fees specified at that time on Sharegate's website for the number of corresponding Licensed Users allowed by Sharegate and requested by Licensed User.
- 5.2. In consideration of the renewal of the License and the Maintenance Services, Licensed User must, upon sending of a purchase order or receipt of an invoice, pay Sharegate before every anniversary of the Unlocking Date, the then-applicable fees specified at that time on Sharegate's website for the number of corresponding Seats allowed by Sharegate and requested by Licensed User.
- 5.3. There shall be added to the applicable fees provided for in this Agreement amounts equal to any taxes, whether federal, state, provincial or local, however designated, that may be validly levied or based upon this Agreement or upon the Software, License or Maintenance Services furnished hereunder. Licensed User shall have the right to have Sharegate contest with the imposing jurisdiction, at Licensed User's expense, any such taxes that Licensed User deems are improperly levied.

6. INFRINGEMENT

Licensed User will promptly notify Sharegate of any infringement or attempted infringement of Sharegate's rights in the Software of which it becomes aware. Licensed User will actively cooperate with Sharegate in any action that Sharegate may undertake to protect any of its rights in connection with the Software.

7. INDEMNIFICATION

7.1. Third Party Infringement Claims

- 7.1.1. Licensed User must defend or settle, at its own expense, any action brought against Sharegate based upon the claim that any modifications to the Software or combination of the Software with other products infringes or violates any third party right; provided, however, that (i) Sharegate shall notify Licensed User promptly in writing of any such claim; (ii) Sharegate shall not enter into any settlement without Licensed User's prior written consent; (iii) Licensed User shall have control of any such action and settlement negotiations; and (iv) Sharegate shall provide Licensed User with information and assistance to settle or defend such claim. Licensed User agrees to pay all damages and costs finally awarded against Sharegate attributable to such claim.
- 7.1.2. Sharegate may decline to defend any action against Licensed User brought by a third party based upon a claim that the Software infringes any right of such third party.

8. WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS AND ERRORS, IF ANY. THE SOFTWARE IS SUBJECT TO CHANGE WITHOUT NOTICE. SHAREGATE MAKES NO REPRESENTATIONS AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

SHAREGATE DOES NOT WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, COMPLETE, OR CORRECT AND SHAREGATE ASSUMES NO LIABILITY FOR ANY SYSTEM ON WHICH THIS SOFTWARE IS INSTALLED OR FOR ANY CONTENT MANIPULATED BY THE SOFTWARE.

9. LIMITATIONS ON TRANSFER

Licensed User shall not assign this contract or Licensed User's rights hereunder without the prior written consent of Sharegate. Notwithstanding the foregoing, Licensed User may transfer this license without the consent of Sharegate (i) to a wholly owned subsidiary, provided that by doing so Licensed User shall be deemed to have agreed to indemnify Sharegate for any loss that it suffers as a result of the transfer, or (ii) to such entity that acquires all or substantially all of the business and assets of Licensed User. Any purported assignment without the required consent shall be null and void. As a condition of obtaining consent, Licensed User may have to pay a transfer fee.

10. CONFIDENTIALITY

10.1. "Confidential Information" means any material, data, or information in whatever form or media of a Party to this Agreement that is provided or disclosed to the other, except for any information that is:

- (i) publicly available or later becomes available other than through a breach of this Agreement;
- (ii) known to the Licensed User or its employees, agents, or representatives prior to such disclosure or is independently developed by the Licensed User or its employees, agents, or representatives subsequent to such disclosure; or
- (iii) subsequently lawfully obtained by the Licensed User or its employees, agents, or representatives from a third party without obligations of confidentiality.

The Licensed User that has received Confidential Information shall exercise the same degree of care and protection with respect to the Confidential Information of Sharegate that it exercises with respect to its own Confidential Information and in any event, at least diligent and prudent care. The Licensed User shall not directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of Sharegate. Notwithstanding the above, either Party may disclose Confidential Information if so required by law (including court order or subpoena), provided that such disclosure is notified in time to Sharegate to permit it to seek confidential treatment of its Confidential Information. The Licensed User shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with Sharegate to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

10.2. Sharegate may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data obtained from Licensed User, including, but not limited to, stack trace data and reports related thereto, but Sharegate will never access, compile, record and/or distribute information or data managed, to be managed, migrated or to be migrated by the Licensed User using the Software, unless at the express request of Licensed User for technical support purposes.

11. UNAUTHORIZED USE OR DISTRIBUTION

Except in accordance with the License, Licensed User shall not copy, duplicate, reverse engineer, decompile, disassemble, record, alter, merge, adapt, translate, create any derivative works or otherwise reproduce any part of the Software or Confidential Information, nor attempt to do any of the foregoing, without the prior written consent of Sharegate. Any tangible embodiments of the Software or Confidential Information that may be generated by Licensed User, either pursuant to or in violation of this Agreement, will be deemed to be the sole property of Sharegate and fully subject to the obligation of confidentiality set forth in Section 10.

12. LIMITATION OF LIABILITY

For any breach of this Agreement, Licensed User's exclusive remedy and Sharegate's entire liability is, at Sharegate's option, either the correction of the defect in the Software, re-performance of the service (if the breach arises out of Sharegate's service), or recovery by the Licensed User of a part of the amount paid hereunder that reasonably relates to the breach, subject to the limitations set out below. Sharegate is not liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, failure to realize expected savings, or other intangible losses (even if Sharegate has been advised of the possibility of such damages), resulting from the Licensed User's use of the Software. To the extent permitted by law, Sharegate's liability to the Licensed User in connection with any cause of action, costs or damages relating to this Agreement shall not exceed the total fees paid in the 12-month period preceding the event giving rise to the claim.

13. RELATION OF PARTIES

- 13.1. Nothing in this Agreement will create or imply an agency relationship between Sharegate and Licensed User, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.
- 13.2. Sharegate may reproduce, display and use Licensed User's trade-marks and trade-names for the limited purpose of advertising Licensed User's use of the Software in any of Sharegate's promotional materials, unless or until Licensed User notifies Sharegate in writing via email to sales@share-gate.com that Licensed User does not agree to let Sharegate reproduce, display and use Licensed User's trade-marks and trade-names for such purpose.
- 13.3. Licensed User may not reproduce, display or use Sharegate trade-marks and trade-names without the prior written consent of Sharegate.

14. ORDER OF PRECEDENCE

Any conflict between the terms of this Agreement and any purchase order or other terms shall be resolved in favour of the terms of this Agreement.

15. INTELLECTUAL PROPERTY

The Licensee acknowledges that the Software and all intellectual property rights pertaining to the Software are the property of Sharegate and that the structure, organization and code of the Software are valuable trade secrets of Sharegate. Licensed User must not export the Software into a country that does not have copyright laws that will protect Sharegate's proprietary rights. From the Commencement Date, Licensed User agrees to use reasonable effort to prevent and protect the Software from unauthorized use,

reproduction, distribution, or publication. Licensed User shall not remove or obscure any Sharegate copyright or trade-mark notices.

16. **GENERAL**

- 16.1. **Applicable Law.** This agreement is governed by the laws applicable in the province of Quebec in Canada, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Canada.
- 16.2. **Force Majeure.** Except as expressly provided otherwise in this Agreement, dates and times by which a party is required to render performance under this Agreement shall be automatically postponed to the extent and for the period of time that such party is prevented from meeting them by reason of an unforeseeable and irresistible event, including external causes with the same characteristics, provided the party so prevented promptly notifies the other party of the commencement and nature of such event or cause and the probable consequences thereof.
- 16.3. **Time of the Essence.** Time is of the essence of this Agreement and of every part thereof.
- 16.4. **No Other Agreements.** This Agreement is the complete and exclusive statement of the parties' agreement relating to the subject matter hereof and supersedes all offers (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the parties relating hereto.
- 16.5. **Waiver.** No waiver by either party of any default in performance on the part of the other party will constitute a waiver of any subsequent breach or default by the defaulting party.

17. **MODIFICATION OF AGREEMENT**

Sharegate reserves the right, in its sole discretion, to change the terms of this agreement annually by enclosing the terms of its revised agreement with the invoice to Licensed User for renewal of the Licence.

Company Name: Williamson County Judge

Print Name: DAVID A. GATTI

Signature: 

Date: 12-16-2015