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### **5. Costs incurred for your use of the Software**

You agree that you are solely responsible for any costs or expenses incurred by you in connection with your use of the Software, and in no event shall Ubiq reimburse you for any such costs or expenses.

### **6. Wireless Networks**

You understand and agree that the Software and the Hive with which such Software is intended to interoperate each require simultaneous access to the same wireless network and that the configuration, settings and security of any such wireless network are entirely outside the control of Ubiq, and that Ubiq shall not be responsible or liable in any way for any damages that result from any improper configuration or settings or any security breach of such wireless network. Further, you understand and agree that Ubiq is not responsible for ensuring the security or integrity of the transmission of data over any such wireless network by and between the Software and the Hive and that Ubiq shall not be responsible or liable in any way for any damages that result from any loss, copying, theft, interruption or corruption of any data so transmitted.

### **7. Term and Termination**

This Agreement will become effective upon your acceptance and shall continue in effect until earlier of:

- (i) you transfer the Software in accordance with the terms of this Agreement and the transferee undertakes to Ubiq to be bound by this Agreement in respect of such Software;
- (ii) you uninstall the Software from the computer on which it is installed; or
- (iii) Ubiq terminates this Agreement, which it may do without notice or obligation to you if, in Ubiq's exclusive determination, you are found to be in breach of any of the provisions of this Agreement.

Notwithstanding the foregoing, Sections 1, 4, 6, 7, 9, 10, 11, 12 and 13 of this Agreement shall survive the termination of this Agreement and remain in full force and effect.

## **8. Export Regulations**

You may not export or re-export the Software or any copy or adaptation thereof in violation of any applicable laws or regulations.

## **9. Jurisdiction**

This Agreement shall be governed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein, and the Courts of Guelph, Ontario shall have exclusive jurisdiction in respect of this Agreement and its enforcement. No choice or conflict of laws rules of any jurisdiction shall apply to this Agreement. The Uniform Computer Information Act does not apply to this Agreement.

## **10. Illegality**

If any of the provisions of this Agreement are deemed to be illegal or unenforceable, in whole or in part, such provisions shall be severable and independent from the other provisions of this Agreement, and the validity of the other provisions and of the entire Agreement shall not be affected.

## **11. Third-Party Rights**

The provisions of this Agreement are intended only to have effect between yourself and Ubiq and, except as otherwise provided in this Agreement, are not intended to confer any benefit or right of enforcement upon any other person or entity.

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#### **14. [Open-Source Components]**

#### **15. General**

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The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

#### **16. Changes to this Agreement**

Ubiq reserves the right to revise this Agreement from time to time, without prior notice to you. The most current version of this Agreement will always be [available](#). If, in Ubiq's exclusive determination, a revision of this Agreement is material, Ubiq will endeavour to notify you of the revision [by means of push notifications or by other means]. Your continued use of the Software following any revision of this Agreement signifies your acceptance of this Agreement as revised and your agreement to be bound by the same.

**Last Revised: September 28, 2014.**