

STADIUM[®] LAB SOFTWARE-AS-A-SERVICE SUBSCRIPTION AGREEMENT

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS SOFTWARE-AS-A-SERVICE (SAAS) SUBSCRIPTION AGREEMENT CAREFULLY BEFORE USING THIS SOFTWARE. SIMCO TECHNOLOGIES INC. (“SIMCO”) IS WILLING TO LICENSE THE USE OF THE SOFTWARE (AS DEFINED BELOW) TO YOU AS THE INDIVIDUAL, LEGAL ENTITY OR COMPANY (REFERENCED BELOW AS “THE USER”) THAT WILL BE USING THE SOFTWARE ONLY ON THE CONDITION THAT THE USER ACCEPTS ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN THE USER AND SIMCO TECHNOLOGIES INC. BY IN ANY WAY INDICATING ASSENT ELECTRONICALLY, OR BY ACCESSING THE SOFTWARE, THE USER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE USER DOES NOT AGREE TO THIS AGREEMENT, THE USER AGREES NOT TO USE OR ACCESS THE SOFTWARE AND THE STADIUM[®] LAB SAAS INTERNET SITE.

1. Software-as-a-Service (SaaS) Terms of Use

- 1.1. Subject to the terms and conditions of this Agreement, SIMCO agrees to provide to User, on a Software-as-a-Service (SaaS) basis in exchange of Subscription Fees, the STADIUM[®] LAB software (including the SaaS protocol access and SaaS application), its interface, database, and the documentation that accompanies it (collectively the “Software”), identified, described and available online, and delivered on the Activation Date hereof. By installing the Software on his computer, the User becomes a registered user of the Software, which SIMCO provides for the exclusive use of each registered user.
- 1.2. If the User is agreeing to this Agreement on behalf of a company or other legal entity, User represents that it has the authority to bind such entity to this Agreement.
- 1.3. User acknowledges and agrees that SIMCO may modify the terms and conditions of this Agreement at any time without notice to User by posting revised terms or Agreement on SaaS Site. User’s use of the Software and of this SaaS Site constitutes its binding acceptance of this Agreement, including any modifications that SIMCO makes. User is responsible for regularly reviewing this Agreement and the terms and conditions it contains.
- 1.4. When subscription is completed, User will be able to access Software through the Software SaaS website. Login on the Saas Website requires a User ID and Password, which can be obtained from the Software SaaS website administrator. The Software can be accessed through a “session specific” login i.e. that one (1) license enables the Software to be used either:
 - a) by a single User who uses the Software from any one (1) workstation at a time, or
 - b) by multiple people through User’s login required information, but non-simultaneously.
- 1.5. If the Software is provided as an upgrade, patch or update to an earlier licensed release of the Software, then User must have a valid license to use such earlier release of the same version as the upgrade to install or use the upgrade. All Software being upgraded is deemed to be part of the Software and is subject to this Agreement.

2. License Grant

- 2.1. SIMCO hereby grants to User, by means of User's account and authorized password, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable license for access to the Software via the Internet and to use the Software, in object code form only, solely for business purposes in accordance with the terms set out in this Agreement.
- 2.2. User shall not, directly or indirectly:
 - a) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or underlying ideas or algorithms of the Software, or create derivative works from the Software, copy or recreate any component of the Software and delivery media;
 - b) copy, sublicense, sell, rent, lease, distribute, or otherwise transfer rights to the Software or any portion of the Software;
 - c) remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Software;
 - d) use the Software in any manner that could damage, disable, overburden, or impair SIMCO's or any other party's search services, servers, or other services; or
 - e) use the Software in any manner not authorized by this agreement.

3. Prices and Terms of Agreement

- 3.1. SIMCO reserves the right to change the price for the Software and/or for the Support services on a regular basis and all price changes shall become effective within a reasonable time notice determined by SIMCO. SIMCO also reserves the right to change or modify the terms and conditions of this Agreement. Such major changes or modifications shall be posted from time to time on SIMCO's website.

4. Copyright and Intellectual Property Rights

- 4.1. User hereby acknowledges that the Software is the exclusive property of SIMCO Technologies Inc. and is protected by copyright law and patent law. SIMCO is the sole owner of the Software and, except as expressly set forth herein, shall retain any and all rights, titles and interests in the Software. No title to the intellectual property in the Software is transferred to the User. This agreement governs any releases, revisions, or enhancements to the Software that SIMCO may furnish to the User.

5. User Obligations

- 5.1. SIMCO and User hereby agree to the following:
 - a) User is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to internally access the Software, and for paying all third party access charges incurred while using the Software;
 - b) User is responsible for implementing, maintaining and updating all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses and other code that manifest contaminating or destructive properties (collectively "viruses"). User acknowledges that SIMCO cannot and does not guarantee or warrant that the Software will be free of viruses following installation or access by User;
 - c) User shall be solely responsible for its actions while using the Software and the contents of its transmissions through the SaaS.
- 5.2. User agrees:

- a) to abide by all local and international laws and regulations applicable to its use of the SaaS, including without limitation all laws regarding the transmission of technical data exported through the SaaS;
- b) not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Software or the SaaS;
- c) not to use the Software or the SaaS for illegal purposes;
- d) not to interfere with or disrupt sites, servers, or networks connected to the SaaS;
- e) not to probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the SaaS;
- f) not to take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the SaaS;
- g) to comply with all regulations, policies and procedures of networks connected to the SaaS;
- h) not to post, promote, or transmit through the SaaS any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material of any kind or nature; and
- i) not to transmit or post any material that encourages conduct that could constitute a criminal offence or give rise to civil liability.

6. User Data

- 6.1. As between SIMCO and User, User shall own all data, information or material that User enters into the Software (“User Data”). Except as permitted in this Agreement, SIMCO will not edit, delete or disclose the contents of User Data unless authorized by User or unless SIMCO is required to do so by law or in the good faith belief that such action is necessary to:
- a) conform to applicable laws or comply with legal process served on SIMCO;
 - b) protect and defend the rights or property of SIMCO; or
 - c) enforce this Agreement.
- 6.2. SIMCO may access User Data to respond to service or technical problems with the Software or SaaS. User is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all User Data, and SIMCO assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the SaaS to store any User Data.
- 6.3. SIMCO reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of User Data that User may store, post or transmit on or through the Software and SaaS. User shall be responsible for maintaining an archive or back-up copy of all User Data, and SIMCO shall have no liability for any loss of User Data, whether caused by SIMCO or any third party service provider.
- 6.4. User shall be responsible for compliance with all obligations imposed by Canadian and U.S. applicable privacy legislations, and any implementing or amending legislation as may be enacted from time to time, and User shall indemnify, defend and hold SIMCO harmless from and against any third party claims against SIMCO resulting from the use and disclosure by SIMCO of personal information consistent with the terms of this Agreement.
- 6.5. SIMCO shall retain User Data for a period of thirty (30) days after expiration or termination of this Agreement. User may request that SIMCO conduct a mass export or send a file of User Data, and SIMCO agrees to provide such services at its then current rates on a time and material basis. After thirty (30) days, SIMCO may delete and destroy all User Data without notice or further liability to User.

7. Obligations of SIMCO

- 7.1. Subject to the exceptions set out elsewhere herein this Agreement, SIMCO warrants that it will provide Software using reasonable care and skill and that the Software will perform substantially and materially in accordance with its functional specifications under normal use. If there is a material breach of the above warranty, SIMCO’s entire liability and User’s entire remedy shall be, at SIMCO’s sole discretion, to:
- a) modify the Software to conform to the its functional specifications, in a reasonable workaround time and fashion; or
 - b) if the foregoing is not commercially reasonable or feasible, terminate this Agreement and User’s right to use the Software, and refund to User any unused prepaid Subscription Fees, if any, as of the date of termination, with no further liability to SIMCO or User. These remedies are User’s sole and exclusive remedies.
- 7.2. Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Software or of any Support Services, and of any additional services, are hereby excluded to the greatest extent permissible by applicable law.

8. Disclaimer of Warranties

STADIUM[®] LAB SOFTWARE IS A TOOL DESIGNED TO HELP PREDICT FUTURE CONDITIONS OF CONCRETE MATERIALS. HOWEVER, ALL DURABILITY PARAMETERS USED IN THE MODEL HAVE A RANGE OF ACCEPTABLE RESULTS. THE MODELING USED IN THIS SOFTWARE USES MEAN LABORATORY OR FIELD SINGLE VALUES AS INPUT PARAMETERS. THIS PROVIDES A SINGLE RESULT, WHICH IN TURN PROVIDES A SIMPLE ANALYSIS OF CORROSION PROTECTION OPTIONS. PREVIOUS CONDITIONS ARE ASSUMED TO CARRY FORWARD IN THE PREDICTION MODEL, AND THERE ARE NO ASSURANCES THAT THE STRUCTURE UNDER CONSIDERATION WILL BE EXPOSED TO A SIMILAR ENVIRONMENT AS IN THE PAST. FURTHERMORE, THIS SOFTWARE IS INTENDED FOR THE USE OF INDIVIDUALS WHO ARE COMPETENT TO EVALUATE THE SIGNIFICANCE AND LIMITATIONS OF ITS CONTENT AND RESULTS, AND WHO WILL ACCEPT RESPONSIBILITY FOR THE APPLICATION OF THE RESULTS AND INFORMATION IT PRODUCES.

THE USER AGREES TO USE THE SOFTWARE AT THE USER'S OWN RISK. THE USER AGREES THAT SIMCO OFFERS NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. ALSO TO THE FULLEST EXTENT PERMITTED BY LAW, SIMCO DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY OF THE MATERIALS CONTAINED IN THE SOFTWARE.

SIMCO MAKES NO WARRANTY THAT (a) THE SOFTWARE WILL MEET THE USER'S REQUIREMENTS, (b) THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY OR SECURE, (c) DEFECTS WILL BE CORRECTED, (d) RESULTS OBTAINED FROM THE USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE, OR (e) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY THE USER THROUGH THE USE OF THE SOFTWARE WILL MEET THE USER'S EXPECTATIONS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM SIMCO WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT. SIMCO'S EMPLOYEES OR ANY OF SIMCO'S AFFILIATED COMPANIES' EMPLOYEES ARE NOT AUTHORIZED TO VARY THESE TERMS.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSES, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL SIMCO BE LIABLE TO THE USER OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING ANY LOSS OF PROFITS OR DATA ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF SIMCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE USER HAS SOLE RESPONSIBILITY TO PROVIDE FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SOFTWARE, AND WILL NOT MAKE A CLAIM AGAINST SIMCO FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS, OR LOST PROFITS RESULTING FROM THE USE OF THE SOFTWARE.

BY INSTALLING AND USING THIS SOFTWARE, THE USER AGREES TO INDEMNIFY SIMCO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AND EMPLOYEES AND HOLD THEM HARMLESS FROM ANY AND ALL

CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM HIS USE OF THE SOFTWARE. BY USING THE SOFTWARE, THE USER HEREBY AGREES TO RELEASE SIMCO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, OBLIGATIONS, DAMAGES (ACTUAL OR CONSEQUENTIAL), COSTS, AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, THAT THE USER MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR THE SOFTWARE. THE USER HEREBY AGREES TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES.

10. Alteration of Software

10.1. In the event User alters the Software by any which way and for any purpose, User acknowledges that such alteration shall be at User's own risk and expense. User acknowledges and agrees that SIMCO shall have no obligation to provide any services in respect of those elements of the Software which are altered or for which the provision of any services will be adversely affected by the alterations made by User. It is specifically understood by User that by virtue of such alterations to the Software, subsequent modifications, solutions, corrections, improvements or releases of the Software may be rendered unusable.

11. Maintenance Support Services

11.1. During the term of this Agreement, SIMCO shall provide the User with Support Services for the use of the Software by the User which shall comprise of the following:

- a) advice by telephone on the Support Line or by e-mail access and response;
- b) the dispatch out, at SIMCO's sole discretion, by post of fix announcements, information regarding forthcoming new releases and technical newsletters;
- c) the creation and upload, from time to time at SIMCO's sole discretion, of patches and fixes in respect of the Software;
- d) the diagnosis of errors in the Software and the rectification of such errors (remotely) by the issue of fixes in respect of the Software and the making of any consequential amendments, if any, to the Software Documentation;
- e) any other support service offered to User by SIMCO from time to time which SIMCO may, at its sole discretion, designate as a Support Service; and
- f) the issue of, at SIMCO's sole discretion, new releases of Software to the SaaS.

11.2. Support Services shall not include the diagnosis and rectification of any errors resulting from:

- a) any alteration or modification to the Software or the SaaS made by any person other than SIMCO;
- b) minor defects in the Software or the SaaS which do not significantly affect or impair the use of the Software or the SaaS;
- c) any incorrect or improper use of the Software or the SaaS;
- d) the failure by User to implement recommendations in respect of any solutions to errors previously advised by SIMCO; and
- e) the use of the Software for any purpose for which it was not designed.

11.3. SIMCO shall, upon request by User, provide reasonable diagnosis and rectification of errors notwithstanding that the error in question results from any of the circumstances

described in Section 11.2, but SIMCO shall charge for this rectification of error on a time and materials basis.

- 11.4. The Support Services are only provided by SIMCO in respect of the current release of the Software and for a period not exceeding twelve (12) months dating from the issuance of the current release.
- 11.5. SIMCO acknowledges that an annual Support Charge is included within the Subscription Fees. In the event the User fails to pay any amounts due pursuant to the terms of this Agreement within thirty (30) days of the due date, SIMCO shall be entitled, without prejudice to any other rights and remedies it may have under this Agreement, to cease provision of the Support Services until such amounts and any interest payable have been paid in full.

12. Passwords and Security

- 12.1. SIMCO shall issue to User a password for each authorized User who has paid the applicable subscription fees. User is responsible for maintaining the confidentiality of his password and for ensuring that only the authorized User uses his password. User is entirely responsible for any and all activities that occur under his account. User agrees to immediately notify SIMCO of any unauthorized use of his account or any other breach of security known to him. SIMCO shall have no liability for any loss or damage arising from User's failure to comply with these requirements. SIMCO will maintain User's password as confidential and will not disclose it to third parties.
- 12.2. SIMCO will maintain the Software at a reputable third party Internet service provider and hosting facility, where they are subject to commercially reasonable security precautions to prevent unauthorized access to the Software. User acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Software and User Data. Accordingly, SIMCO cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over the Internet.

13. Termination

- 13.1. The original term of this Agreement is initiated from the Activation Date and will expire according to the User's Subscription Package and Fees. Upon expiration of the term of this Agreement, this Agreement will expire and SIMCO will terminate User's ability to access and use the Software, unless User has renewed its subscription or has subscribed to a new Subscription Package by that date.
- 13.2. Notwithstanding the foregoing, SIMCO may immediately terminate or suspend User's access and use of the Software, or terminate User's account and this Agreement if User:
 - a) fails to pay any applicable fees when due; or
 - b) breaches or otherwise fails to comply with this Agreement and fails to remedy this breach within thirty (30) days of being so notified.
- 13.3. Termination will not relieve User from any obligation to pay fees that remain unpaid and will not limit either Party from pursuing other available remedies. Upon termination of this Agreement or any part thereof in accordance with this Agreement as a result of User's breach, negligence or default, SIMCO will have no obligation to refund User any fees paid, if any. The provisions of this Section will not apply to those situations defined by law.

13.4. Upon termination of this Agreement for whatever reason, User will immediately deliver up, or destroy, any materials and any confidential and proprietary information which it has no contractual rights to retain. The disclaimers of warranties and damages and limitations on liability shall survive termination.

14. Non-Disparagement

14.1. User hereby acknowledges and covenants never to disparage, speak ill of, or in any manner make, express, transmit, or otherwise communicate, any remark, comment, message, declaration or other statement of any kind, that might reasonably be construed to be derogatory or critical of, or negative toward, SIMCO or any of SIMCO's products, services, business methods, affiliates, officers, directors, employees or shareholders, and will take reasonable steps to prevent, and will not knowingly permit, any of User's respective employees or agents to disparage or speak ill of such persons and entities. Upon violation of any of the foregoing, SIMCO may immediately terminate this Agreement and User's access to the Services.

15. Governing Laws:

15.1. This Agreement, all related transactions and any disputes hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the Province of Quebec and the applicable laws of Canada, without regard to their conflict of laws principles.

15.2. Any dispute under this Agreement shall be brought exclusively in the courts of the Province of Quebec (Canada) and User hereby submits to the exclusive jurisdiction of such courts. User agrees that any cause of action arising out of or related to this Agreement shall be brought within three (3) years after the cause of action arose; otherwise, such cause of action is permanently barred.

16. U.S. Government Restricted Rights

16.1. The STADIUM[®] Software is licensed subject to RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or any person or entity action on its behalf is subject to restrictions as set forth in subdivision (b)(3) of the Rights in Noncommercial Technical Data and Computer Software Clause at DFARS (48 CFR 252.227-7018) for DoD contracts. The subcontractor and manufacturer is SIMCO Technologies Inc.

17. Miscellaneous

17.1. This Agreement represents and contains the entire agreement between the User and SIMCO with respect to the subject matter contained herein and supersedes any other agreement, proposals, and communications, written or oral, between the User and SIMCO with respect to the use of this Software, including any terms printed on User's purchase order or other forms or written agreements.

17.2. No waiver of any default, condition or breach of this Agreement shall be deemed to imply or constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise.

17.3. The failure of SIMCO to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, the Parties nevertheless

agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of this Agreement in full force and effect.

- 17.4. Neither Party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.
- 17.5. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. User may not assign this Agreement without SIMCO's prior written consent, not to be unreasonably withheld. SIMCO may assign this Agreement to any parent, subsidiary or affiliate or to any successor to its business, and SIMCO may subcontract any or all of its obligations hereunder, but shall nevertheless remain responsible for the performance of its obligations hereunder.
- 17.6. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.
- 17.7. It is the express will of the Parties that this Agreement has been written in English. *Les Parties confirment qu'elles ont accepté que la présente entente de même que tous les documents s'y rattachant soient rédigés en anglais.*