

## LICENSE AGREEMENT

This LICENSE AGREEMENT made effective the [●] day of [●], 2021 (the “**Effective Date**”)

### BETWEEN:

*[insert applicable entity]*, having offices at [●] (hereinafter referred to as “**Licensee**”)

*[OR] [insert multiple applicable entities]*, having offices at [●] (hereinafter collectively referred to as “**Licensees**”)

AND

**Real Estate Council of Alberta**, having offices at Calgary, Alberta, (hereinafter referred to as “**RECA**” or “**Licensor**”)

### CONTEXT:

- A. Licensor is the owner, or licensee, of all intellectual property rights in and to those courses, programs and/or materials referred to in Schedule “A” attached hereto (the “**Products**”), which form the subject matter of this agreement (the “**Agreement**”);
- B. The Licensee wishes to license from Licensor the rights to use and provide access to the Products and Licensor has agreed to license to the Licensee such rights in the Products, upon and subject to the terms and conditions set forth below;
- C. The Licensee and Licensor (collectively, the “**Parties**” and individually a “**Party**”) have agreed that their relationship will be governed by this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In this Agreement:

- (a) “**Access**” means the right of the Licensee to access and use the Products to create Enhanced Products and the right of Participants to access and use the Enhanced Products in Approved Courses in accordance with the grant of licence in Section 2.1 and provisions of Schedule “B” attached hereto.
- (b) “**Affiliate**” means any Person which, directly or indirectly, controls, is controlled by or is under common control with another Person, and for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control”) means the power to direct or cause the direction (through the election or appointment of the Persons who direct) of the management and policies of any Person, whether through the ownership of securities, by contract or otherwise.
- (c) “**Applicable Laws**” means any and all codes, statutes, laws, regulations, rules, permits, licences, orders, standards and directions of any Governing Body from time to time in force which are applicable to the Deliverables.

- (d) **"Approved Course"** means any course approved by the Licensor's Board of Directors and applicable industry councils for pre-licensing or credentialing of individuals who participate in such approved courses, "Participants".
- (e) **"Business Day"** means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Calgary, Alberta, Canada for the transaction of banking business.
- (f) **"Claims"** means any and all debts, costs, expenses, liabilities, obligations, losses and damages, penalties, proceedings, actions, suits or claims of whatsoever nature or kind (under any theory or basis of recovery or liability), imposed on, incurred by, suffered by, or asserted against any Person or any property, whether absolute or contingent and, except as otherwise expressly provided herein, includes all fees and expenses of counsel on a solicitor and his own client basis paid or incurred by such Person in defending any action, suit or claim and, in the case of a Claim (as hereinbefore defined) related to Taxes, all interest, penalties, additions to Taxes or additional amounts imposed by any Governing Body.
- (g) **"Confidential Information"** means all information, and all documents and other tangible materials and things which record it, relating to, or used in a Party's business, and whether owned by a Party or any of its Affiliates or any of its licensors, which is not generally known to the public, or to the other Party or its competitors, and was disclosed, furnished or made available by a Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**), whether orally or in writing, in any form, and whether or not such information is expressly stated to be confidential or marked as such. Confidential Information includes:
  - (i) business plans, product development and marketing plans, advertising programs, and planning and merchandising strategies;
  - (ii) technical information, including formulae, pricing information, processes and methods of production;
  - (iii) manuals, ideas, know-how, research-in-progress, work-in-progress, prototypes, and the like;
  - (iv) the identity, purchase and payment patterns of, and special relations with, customers and prospective customers, including but not limited to passenger information;
  - (v) computer programs, software, computer systems, computer logic, algorithms, individual computer designed features, computer or software features, methods, processes, program or system documentation, data, object codes and source codes and system or software design criteria;
  - (vi) business records and financial information;
  - (vii) information relating to hiring procedures and assessments; and
  - (viii) any other information or documents which either Party reasonably regards as being confidential,but does not include information which:
  - (ix) is in or comes into the public domain other than as a result of a disclosure by the Receiving Party;

- (x) was known to or within the Receiving Party's possession prior to its being furnished by or on behalf of the Disclosing Party;
  - (xi) becomes available to the Receiving Party from a source other than the Disclosing Party, provided that such source is not, to Receiving Party's knowledge, bound by an obligation of confidentiality to the Disclosing Party or any other Person with respect to such information, or
  - (xii) was independently developed the Receiving Party without reference to the Disclosing Party's Confidential Information.
- (h) **"Deliverables"** means anything Licensor has agreed to provide to Licensee under this Agreement, including the Products, and any other materials that the Parties may agree upon in writing from time-to-time.
- (i) **"Enhanced Products"** means any improvements, enhancements, customizations, conversions, fixes, corrections, updates or modifications made by the Licensee at any time to any Product and/or any derivative product developed on the basis of or merged in any way with any Product, for use in an Approved Course.
- (j) **"Fees"** means the consideration payable by the Licensee to Licensor, as set out in Schedule "A" attached hereto.
- (k) **"Force Majeure Event"** has the meaning set forth in Article 16.
- (l) **"Governing Body"** means any federal, provincial, state, local or other governmental authority, regulatory or administrative body, agency, or board that has legislative authority over the Deliverables.
- (m) **"Intellectual Property"** means:
- (i) any trademarks, trade names, business names, brand names, domain names, service marks, copyrights, including any performing, author or moral rights, designs, inventions, patents, franchises, formulas, processes, know-how, technology and related goodwill;
  - (ii) any patent applications, patent registrations, issued patents, continuations-in-part patent applications, divisional patent applications or analogous rights or licence rights thereof; and
  - (iii) all other intellectual or industrial property.
- (n) **"Intellectual Property Rights"** means the ownership of or license or other right to use and/or enforce any Intellectual Property.
- (o) **"Licensee Printing Facility"** means the site or entity where print copies of the Enhanced Products are produced by the Licensee for Approved Courses, where such print copies are sold or otherwise provided to any Participant.
- (p) **"Participants"** means any Person including, but not limited to, individual students, learners and participants who have paid Licensee to participate in the Approved Courses and to receive Access to the applicable Enhanced Products from the Licensee in the Approved Courses.

- (q) **"Person"** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated associated, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.
- (r) **"Products"** has the meaning set forth in the first recital paragraph of this Agreement, the details of which are set out in Schedule "A" attached hereto.
- (s) **"Taxes"** means any federal, provincial, state, local or foreign income, goods and services, harmonized sales, gross receipts, licence, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, ad valorem, real property, personal property, sales, consumption, use, workers compensation, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax, duty, fee, premium, assessment, impost, levy, rate, withholding, due, government contribution, including any employment insurance premiums and pension plan contributions, or other charge of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not, imposed by any Canadian federal, provincial, territorial, local, aboriginal or foreign taxing authority or other Governing Body.
- (t) **"Term"** has the meaning set forth in Section 8.1 herein.

1.2 In this Agreement, and for clarity, including Section 1.1 of this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to any Person includes any successor or assign of such Person that is permitted under this Agreement;
- (c) reference to any gender includes all genders;
- (d) a grammatical variation of a defined term has a corresponding meaning;
- (e) reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated or modified and in effect from time to time in accordance with the terms thereof;
- (f) reference to any Applicable Laws means such Applicable Laws as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any article, section or other provision of any Applicable Laws means that provision of such Applicable Laws from time to time in effect and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision;
- (g) references to an Article, Section, Subsection, Paragraph, or Exhibit by number or letter or both refer to this Agreement;
- (h) "this Agreement", "herein", "hereby", "hereunder", "hereof", "hereto" and words of similar import are references to the whole of the agreement in which it such words are used and not, unless a particular Section or other part thereof is referred to, to any particular Section or other part;

- (i) “including” means including without limiting the generality of any description preceding or succeeding such term and for purposes hereof the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned;
  - (j) the phrases “the aggregate of”, “the total of”, “the sum of”, or a similar phrase means “the aggregate (or total or sum), without duplication, of”;
  - (k) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”;
  - (l) accounting terms shall be construed and interpreted, and accounting determinations and computations shall be made, in accordance with generally accepted accounting principles in Canada at the particular time as recommended in the Chartered Professional Accountants Canada Standards and Guidance Collection or its successor, applied on a basis consistent with the most recent audited financial statements of the relevant Person and, if applicable, its consolidated subsidiaries (except for changes approved by the auditors of such Person);
  - (m) unless otherwise stated, any reference to dollars means Canadian dollars;
  - (n) payments and transfers of funds are to be made in immediately available funds;
  - (o) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight; and
  - (p) where any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a Business Day, that payment or calculation is to be made, or that other action is to be taken, as applicable, on or as of the next following Business Day.
- 1.3 The division of this Agreement and the recitals, table of contents and headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 1.4 This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof or thereof.
- 2. GRANT OF LICENSE**
- 2.1 Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a limited, non-exclusive, non-transferable and revocable licence to Access and use the Products for the purpose of creating Enhanced Products for use in Approved Courses and to enable Access by Participants to Enhanced Products for use in Approved Courses, solely in accordance with Schedule “A” and Schedule “B” attached hereto.
- 2.2 The Licensor acknowledges that the Licensee is granted a limited licence to create Enhanced Products at any time during the Term for use in the Approved Courses and the Parties agree and acknowledge that all applicable Intellectual Property Rights in the Enhanced Products shall be owned by the Licensee, subject to Licensor’s Intellectual Property Rights in the Products. The Licensee further acknowledges that but for access rights granted herein, the Licensee would not be able to create Enhanced Products for offering the Approved Courses.
- 2.3 The Licensee shall take all reasonable steps, including adding or maintaining any notice or marking as provided by Licensor, to ensure that the Participants are notified, or deemed notified, of the

Licensee's and Licensor's Intellectuals Property Rights in the Enhanced Products. Licensee shall immediately notify the Licensor if the Licensee becomes aware of, or suspects, any situation that such Intellectual Property Rights are being compromised by any unauthorized Person.

### **3. INDEPENDENT CONTRACTOR**

- 3.1 In the performance of its obligations under this Agreement, Licensor is an independent contractor and nothing in this Agreement is intended to deem or create an employer/employee, principal/agent, joint venture or partnership relationship between Licensor and the Licensee or any applicable third-party Licensee Printing Facility. Nothing herein is intended to deem or create an employment relationship between Licensor and any director, officer, employee, agent or subcontractor of the Licensee. Each Party shall pay all wages, salaries and other amounts due its respective employees and shall be responsible for all obligations respecting such employees relating to income tax withholdings, employment insurance premiums, worker's compensation, health care and pension plan contributions and other similar responsibilities.
- 3.2 No Party shall have any authority to:
- (a) other than as set forth in Article 16, insure any obligations on behalf of another Party;
  - (b) make any promise, representation or contract of any nature on behalf of another Party; or
  - (c) represent itself to third parties as an agent, partner or joint venture of another Party.

### **4. FEES, COSTS, REPORTING AND AUDIT**

- 4.1 In consideration of the licence by Licensor of the Products and any other services carried out herein by Licensor, the Licensee shall pay to Licensor the Fees referred to in Schedule "A", to be invoiced at such period or periods of time as set forth in Schedule "A".
- 4.2 In the event that Licensee intends to offer any Enhanced Products to any third party outside of any Approved Course, whether such Enhanced Products are in hardcopy printed form or not, the Licensee shall submit a written request to the Licensor and the Parties shall enter into good faith negotiations in order to agree upon the terms and conditions, in a written agreement, regarding such intended offerings by Licensee.
- 4.3 All payments of Fees by Licensee under this Agreement shall be made to Licensor in Canadian Dollars and shall be paid to Licensor within thirty (30) days of the date of receipt by the Licensee of each invoice. All overdue Fees shall bear interest at the rate of eighteen percent (18%) per annum until paid in full.
- 4.4 Any Taxes arising on the Fees and any Taxes or duties otherwise payable under this Agreement shall be borne by the Licensee, except Taxes arising on or measured by Licensor's net income.
- 4.5 At the end of each three (3) month period during the Term, the Licensee shall provide Licensor with a sales report for the preceding month that includes the number of Participants that have Access to the Enhanced Products as part of the Approved Courses.
- 4.6 Sales reports under Section 4.5 shall be provided via email to [licencefees@reca.ca](mailto:licencefees@reca.ca) using a report template provided by Licensor to the Licensee or any other format as agreed upon by the Parties.
- 4.7 The Licensor shall have the right to audit Licensee's financial and other records in respect of the use by it pursuant hereto of the Products and Fees paid or owing to Licensor, either through its own representatives or through an accounting firm selected by Licensor, at their own expense and not more than once per calendar year. Any such audit shall be conducted during the business hours

of the Licensee and shall not unduly disrupt the operations of the Licensee. The Licensee shall provide to Licensor access to all records as may be reasonably required to conduct such audit. If the audit reveals that Licensor has been paid less than Licensor's actual Fees owed, Licensee shall promptly pay Licensor for the amount of the shortfall and if the shortfall is more than ten percent (10%) of what Licensee should have paid to Licensor, Licensee will bear the reasonable costs of the audit.

## **5. CONFIDENTIAL INFORMATION**

- 5.1 The Receiving Party may only use the Disclosing Party's Confidential Information for purposes directly related to the Deliverables and the Receiving Party shall keep the Disclosing Party's Confidential Information confidential, and will not, except as set forth in the following paragraph, disclose any of the Disclosing Party's Confidential Information in any manner whatsoever. The Receiving Party has no rights to the Disclosing Party's Confidential Information, except the limited right to use such Confidential Information in connection with this Agreement.
- 5.2 The Receiving Party may disclose the Disclosing Party's Confidential Information only:
- (a) with the prior written consent of the Disclosing Party;
  - (b) to its employees, contractors or subcontractors solely for the purpose of assisting the Receiving Party in connection with this Agreement, but, with respect to subcontractors, only if before disclosing the Confidential Information to the subcontractor the Receiving Party enters into a written agreement with such subcontractor that imparts obligations of restricted use and non-disclosure, regarding the Confidential Information, upon the subcontractor that are at least as strict as the obligations set out in this Agreement. The Receiving Party accepts all liability whatsoever that arises, directly or indirectly, due to a breach by any applicable employee, contractor or subcontractor of said obligations; and
  - (c) as required by Applicable Law, legal process or the rules of any applicable stock exchange, in which event the Receiving Party shall give the Disclosing Party prompt notice thereof so that the Disclosing Party may seek a protective order and/or waive the provisions of this Section 5.2; provided that in the absence of such order or waiver, if the Receiving Party, in the opinion of its counsel, a copy of which will be provided to the Disclosing Party upon request, would stand liable for contempt or suffer other censure or penalty for failure to disclose, the Receiving Party may disclose such Confidential Information as is legally required without liability hereunder.
- 5.3 Both Parties agree to keep the terms of this Agreement confidential and will not disclose such terms except to its employees or agents that need to know. This non-disclosure shall survive the termination or expiry of the Agreement.
- 5.4 Upon termination of this Agreement or at any time upon request by a Disclosing Party for any reason, the Receiving Party will promptly destroy, cause to be destroyed or deliver to the Disclosing Party all documents (and all copies thereof) and electronic data, regardless of format or medium, furnished to the Receiving Party by or on behalf of the Disclosing Party, and all documents created by the Receiving Party in reliance on documents and information furnished to the Receiving Party by or on behalf of the Receiving Party. The Receiving Party continues to be bound by its obligations of restricted use and non-disclosure hereunder notwithstanding the return or destruction of Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain Confidential Information only to the extent that it is:
- (a) solely stored on archival or back-up files; or

- (b) as required for compliance with Applicable Laws or its obligations pursuant to this Agreement, provided that the Receiving Party continues to maintain the confidentiality of such Confidential Information pursuant to the terms of this Agreement and such Confidential Information is promptly destroyed or returned in accordance with this Section 5.4 once such storage or compliance requirement ends.

## **6. WARRANTIES**

6.1 This Licensee represents and warrants that:

- (a) it will comply with all Applicable Laws in all respects of this Agreement;
- (b) it will not use the Deliverables in contravention of this Agreement or any Applicable Laws; and,
- (c) it will use all reasonable means to best protect against any of its Participants using the Products in contravention of this Agreement or any Applicable Laws.

6.2 EXCEPT AS EXPRESSLY SET OUT HEREIN, DELIVERABLES ARE PROVIDED TO THE LICENSEE ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE DELIVERABLES, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT OR PERFORMANCE AND ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT MIGHT OTHERWISE ARISE DURING THE COURSE OF DEALING, USAGE OR TRADE AND THOSE WHICH MAY BE IMPLIED BY LAW. THIS AGREEMENT SETS OUT THE ENTIRE EXTENT OF ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS IN RESPECT OF THE DELIVERABLES, AND NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER SAME. ANY ALTERATIONS WILL ONLY BE MADE IN WRITING AND SIGNED BY LICENSOR.

## **7. LIABILITY**

7.1 OTHER THAN LIABILITIES ARISING FOR BREACHES BY A PARTY OF CONFIDENTIALITY OR ANY INDEMNITY OBLIGATIONS, OR ARISING AS THE RESULT OF THE OTHER PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, LICENSOR'S LIABILITY TO THE LICENSEE FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, SHALL, NOT EXCEED THE AMOUNTS PAID OR TO BE PAID BY THE LICENSEE UNDER THIS AGREEMENT. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF USE OF ANY SOFTWARE OR HARDWARE, COSTS OF PROCUREMENT OF SUBSTITUTE DELIVERABLES OR SERVICES, LOST DATA, LOST PROFITS OR REVENUE, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THIS POSSIBILITY.

7.2 In the event that there is more than one Licensee that is party to this Agreement, all liability for any breach of the terms and conditions of this Agreement shall be joint and several.

## **8. TERM AND TERMINATION**

8.1 The term of this Agreement and the licence herein (the "**Term**") shall commence on the Effective Date and continue for so long as Licensee offers Access to Participants to the Enhanced Products.

8.2 Licensor may terminate or suspend this Agreement for convenience, at any time and for any or no reason, upon one hundred and eighty (180) days prior written notice to the Licensee.



- 8.3 Licensor may provide written notice to the Licensee that it is of the opinion that the Licensee has breached a term or condition of this Agreement ("**Breach Notice**"). If the Licensee does not convince Licensor that no breach occurred or does not remedy the breach within five (5) Business Days following the Licensee's receipt of the Breach Notice, the Licensor may immediately terminate this Agreement by providing the Licensee with a further written notice ("**Termination Notice**").
- 8.4 Upon termination of this Agreement or expiry of the Term, as applicable, the Licensee shall:
- (a) pay to Licensor, within forty-five (45) days of such termination, all Enhanced Product Fees due to Licensor under this Agreement prior to such termination;
  - (b) immediately cease providing Access to and any further use of the Products and return, at the Licensee's cost, all electronic and paper copies of the Deliverables (except those materials retained by Participants pursuant hereto) to Licensor and, at Licensor's direction, destroy all electronic master copies of the Deliverables in its possession and destroy all remaining paper copies of the Deliverables in the Licensee's possession and provide written confirmation to Licensor that all electronic master copies and paper copies of the Deliverables have been destroyed.

## 9. INTELLECTUAL PROPERTY

- 9.1 As between the Parties, Licensor is, and shall remain, the exclusive owner or licensee of a third party, of the Deliverables and all Intellectual Property Rights in respect thereof.
- 9.2 Other than the licence granted hereunder, the Licensee shall not retain any right, title or interest in the Deliverables, or any Intellectual Property Rights in respect thereof.

## 10. INDEMNIFICATION

- 10.1 The Licensee shall indemnify, defend and hold harmless Licensor, its Affiliates and respective current and former directors, officers, and employees (collectively, "**Licensor's Indemnified Persons**") from and against any and all Claims which may be brought against or suffered by Licensor's Indemnified Persons by reason of, resulting from, relating to, or arising from the negligence or willful misconduct of the Licensee or its representatives, or the breach by the Licensee of any of the terms and conditions set forth in this Agreement.
- 10.2 Licensee's obligations with respect to Section 10.1 are conditioned upon the Licensor:
- (a) providing Licensee with prompt written notice of a claim or threat thereof, provided, however, that the Licensor's failure to notify Licensee of the claim or threat thereof shall not relieve Licensee of its obligations hereunder unless Licensee is materially prejudiced by such failure;
  - (b) giving Licensee full authority to conduct the defense and settlement of the claim and any subsequent appeal provided, however, that the foregoing grant of authority shall not permit Licensee to, and Licensee is expressly prohibited from making any statement, entering any plea and/or defense and/or agreeing to any settlement that might imply or give rise to any fault or liability of the Licensor; and
  - (c) giving Licensee all information and assistance reasonably requested by Licensee, at Licensee's sole cost and expense. The Licensor may also participate in the defense of any claim through counsel of its own selection at its own cost and expense.

**11. INJUNCTIVE RELIEF**

Unless otherwise specified in this Agreement, all rights, remedies and powers of a Party are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereby or any laws now existing or hereafter enacted. The Licensee acknowledges and agrees that if it breaches any obligations hereunder, Licensor may suffer immediate and irreparable harm, for which monetary damages alone shall not be sufficient remedy, and that, in addition to all other remedies that Licensor may have, Licensor shall be entitled to seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the Licensee and to enforce this Agreement, and the Licensee hereby waives any and all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and Licensee hereby waives any requirement for the securing or posting of any bond in connection with Licensor seeking any such remedy.

**12. NOTICE**

All notices and other communications under this Agreement will be in writing and will be delivered personally, via first class return receipt requested mail, by courier service, by email or other functionally equivalent electronic means of transmission or by express mail, addressed to the intended recipient at the address set out in Schedule "A", or to such other address as either Party may designate in writing to the other Party from time to time. Any personal delivery will be deemed to be effective upon delivery as shown by the courier receipt. Delivery by post will be deemed effective five (5) Business Days after posting and delivery by email will be deemed to have been given or made and received on the day on which it is transmitted; but if transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of recipient), the email shall be deemed to have been given or made and received on the next Business Day.

**13. TIME IS OF THE ESSENCE**

Time shall be of the essence for this Agreement.

**14. SEVERABILITY**

Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if both the economic and legal substance of the transactions that are contemplated in this Agreement are not affected in any manner adverse to any Party.

**15. NON-WAIVER OF RIGHTS AND REMEDIES**

The waiver of a breach of this Agreement or the failure of a Party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement. The failure of either Party to enforce at any time any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter.

**16. FORCE MAJEURE**

A Party will be excused from delays in delivery and performance of contractual obligations under this Agreement caused by acts or omissions that are beyond the reasonable control and without the fault or negligence of said Party including, but not limited to delays caused by the other Party, acts of God or of the public enemy, fires, floods, explosions, epidemics, quarantine restrictions, lawful acts of public authorities, freight embargoes, civil insurrection or war ("**Force Majeure Event**"). Notwithstanding any other provisions of this article, should the Force Majeure Event last for more than thirty (30) days, the non-affected Party may terminate this Agreement immediately upon written notice to the affected Party.

**17. ASSIGNMENT**

The Licensee shall not assign, sublicense, delegate or otherwise transfer the rights or obligations under this Agreement to any Person without the prior written authorization of Licensor, such authorization shall be at Licensor's sole discretion.

**18. GOVERNING LAW**

The laws of the province of Alberta and the federal laws of Canada applicable therein, without regard to any principles of conflicts-of-laws, govern this Agreement. The Parties submit and attorn to the non-exclusive jurisdiction of the courts of Alberta and federal courts of Canada, in the City of Calgary, with respect to all actions and proceedings in relation to or arising under this Agreement.

**19. CONTROLLING LANGUAGE**

The English language will be used in the interpretation and performance of this Agreement. All correspondence and documentation arising out of or connected with this Agreement will be in the English language.

**20. SURVIVAL**

Articles 5, 6, 7, 9, 10, 11, 14 through 19, and Sections 4.8 (if applicable) and 8.4 shall survive the termination of this Agreement.

**21. ENTIRE AGREEMENT AND PRECEDENCE OF DOCUMENTS**

This Agreement is the entire agreement of the Parties with respect to the provisions of the Deliverables and supersedes and cancels all prior oral or written representations, communications, or agreements between the Parties.

**22. AMENDMENTS**

No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either Party unless mutually assented to in writing by authorized representatives of all Parties.

**23. COUNTERPARTS**

This Agreement may be executed (including by facsimile or electronic transmission) by one or more of the Parties on any number of separate counterparts. All of such counterparts taken together shall be deemed to constitute one and the same instrument, and (if by facsimile or electronic

transmission) each such facsimile or electronic copy shall have the same force and effect as if an original.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives, effective as of the Effective Date.

***[LICENSEE]***

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REAL ESTATE COUNCIL OF ALBERTA**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**SPECIFICATIONS, PAYMENT AND NOTICES**

1. Products – **[enter description]**
  - (a)
  - (b)
2. For the development of – **[enter Approved Course description]** the Enhanced Products, to be offered in Alberta in the Approved Courses.
3. Enhanced Product Fees -
  - ☐ Licensee shall pay to Licensor in one lump sum of \$500.
  - ☐ To be paid per Participant at the rate of \$\_\_\_\_\_ per Participant.
4. Addresses for Notice and Payment –
  - (a) if to RECA:  
  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_
  - (b) if to Licensee:  
  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_
  - (c) if for payment of Licensor invoices:  
  
\_\_\_\_\_  
Calgary, AB \_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_

**[NTD: RECA to put address for invoice payments]**

**SCHEDULE "B"**  
**LICENCE USAGE AND RESTRICTIONS**

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  - (a) keep the password secure at all times;
  - (b) immediately notify Licensor if it believes or knows that the security of the password has been compromised by any unauthorized Participant; and
  - (c) use the password solely for the purpose of reproducing the Products in print medium only.

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- 1.9 The Licensee may request additional uses for the Enhanced Products beyond those described in this Agreement by submitting to Licensor a written request detailing the additional uses. Licensor shall respond to the Licensee regarding any such requests in writing within thirty (30) Business Days upon receipt thereof. If Licensor, in their sole discretion, approve any additional uses, then the Parties shall amend this Agreement in accordance with the terms and conditions contained herein or make a separate and new agreement.