SCHEDULE 20

HMI LICENSE COVENANT

This HMI License Covenant is made as of [insert date] by [insert name of Software Vendor] ("**Vendor**") to and for the benefit of Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Citizens' Services (the "**Province**").

Background

Vendor has entered into a [insert **name** of software license agreement] with [insert name of Project Co] ("**Project Co**") dated [insert **date** of software license agreement] (the "**Software License Agreement**") to provide the Software (defined below) to Project Co for use in connection with the Abbotsford Law Courts (the "**Facility**") owned by the Province. Vendor has agreed to enter into this HMI License Covenant to confirm the Province's right and license to use the Software.

Agreement

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is acknowledged by Vendor), Vendor hereby COVENANTS AND AGREES with the Province as follows:

1.   **Definitions:** In this Covenant:

(a)   "**Documentation**" means [see below];

(b)   "**Software**" means [see below]; and

(c)   "**Use**", "**Used**" and "**Using**" means any and all means and methods of use and exploitation, including copying, loading, installing, accessing, configuring, implementing, executing, operating, hosting, supporting, maintaining, modifying, enhancing, translating, adapting, storing, backing-up, archiving, and creating derivative works, for any and all operational, training, development, testing and enhancement purposes, but in all cases subject to the limitations and restrictions expressly set forth in this Covenant.

Note: If the Software is an HMI Software Product, then use the following definition of software:

"**Documentation**" means documentation (including user manuals, training materials and developer documentation) relating to Software, including all updates to any of the documentation, provided by Vendor to Project Co for use in connection with the Software

"**Software**" means the commercially available, off-the-shelf computer software product known as [insert name and version of software], in object (compiled) code format, including all fixes, corrections, patches, modifications, additions, improvements, upgrades, updates, new versions and new releases to or of the computer software, provided by Vendor to Project Co for use in connection with the Facility

Note: If the Software is an HMI Customization, then use the following definition of software:

"**Documentation**" means documentation (including user manuals, training materials, developer documentation and source code materials) relating to Software, including all updates to any of the documentation, provided by Vendor to Project Co for use in connection with the Software

"**Software**" means all configurations, customizations and enhancements (including modifications and additions), in both object code and source code formats, to or from the commercial off-the-shelf computer software product known as [insert name of HMI Software] (the "**HMI Software**") for the use of the HMI Software Product in connection with the Facility and that are provided by Vendor to Project Co for use in connection with the Facility.

2. **Acknowledgement:** Vendor acknowledges that Project Co. has procured the Software and Documentation for Use in connection with the Facility, and agrees that upon request by the Province Project Co will deliver the Software and Documentation to the Province for Use pursuant to this Covenant.

3. **License:** Vendor hereby grants and agrees to grant to the Province and its successors, assigns and licensees a non-exclusive, royalty-free and fully paid-up, irrevocable and perpetual license (the "**License**") to Use and authorize other persons to Use the Software and Documentation on an enterprise basis (without any restriction or limitation as to the number or identity of locations, sites, systems, installations, copies, users, platforms, interfacing software, equipment, hardware or otherwise) solely in connection with the Facility.

[Note: If the Software is an HMI Software Product, then insert the following wording]

The Province and its successors, assigns and licensees will not reverse engineer, decompile or disassemble any of the Software or otherwise attempt to access or derive the source code for the Software, except that the foregoing does not apply to any components of the Software that are provided by the Vendor in source code format.

4. **HMI Service Providers:** For greater certainty, pursuant to the License the Province may in its discretion: (i) engage independent contractors and subcontractors (each an "**HMI Service Provider**"), to assist the Province to Use the Software and Documentation and to provide services (including maintenance and technical support) to the Province regarding the Software; and (ii) disclose and provide the Software and Documentation to HMI Service Providers and authorize HMI Service Providers to Use the Software and Documentation for those purposes, provided that the Province is fully responsible for HMI Service Providers' Use of the Software and Documentation.

5. **Enhancements:** For greater certainty, the Province and its successors, assigns and licensees may create, or engage persons other than Vendor to create, customizations, enhancements (including new functionalities), modifications, additions and derivative works to or from Software and Documentation (each an "**Enhancement**"), provided that an Enhancement is Used solely in connection with the Facility.

6. **Perpetual:** This Covenant and the License are and will remain perpetual and irrevocable and will survive indefinitely after the expiration or termination of the Software License Agreement or any other agreement between Vendor and Project Co or the Province. Vendor will not terminate, revoke or rescind this Covenant or the License for any reason or cause whatsoever. If the Province commits any breach (whether fundamental or not) of this Covenant, and whether the breach is or is not capable of being cured, Vendor's sole rights and remedies in respect of the breach are limited to the Vendor's rights and remedies other than termination, revocation or rescission of this Covenant or the License. For greater certainty, nothing in this Covenant restricts or limits Vendor's remedies of damages and injunctive relief to restrain any Use of Software or Documentation in breach of this Covenant. No breach of this Covenant by the Province will constitute a repudiation of this Covenant by the Province.

7. **No Locks:** Vendor represents and warrants that no item of Software or Documentation contains any "time bomb", "logic bomb", "back door", "drop-dead device" or any other disabling or limiting code, design or routine that may be used to interrupt, lock, disable, erase, limit the functionality of, limit or prevent access to or Use of, or otherwise adversely affect, or facilitate unauthorized access to, the item of Software or Documentation, any other Software or Documentation, or any computer system, hardware, software, equipment on which the Software or Documentation is installed or operated or any related data.

8. **No Confidentiality:** Notwithstanding any other provision of the Software License Agreement or any other express or implied agreement between Vendor and Project Co, the provisions (if any) in the Software License Agreement or any other express or implied agreement between Vendor and Project Co relating to Vendor's confidential information do not apply to the Software or Documentation or any related information and do not in any way restrict, impair or otherwise prejudice the right and ability of the Province and its successors, assigns and licensees to retain, Use and authorize other persons to Use the Software and Documentation in accordance with the License or impose on the Province or its successors, assigns and licensees or any other person any obligations, restrictions or requirements regarding the Use of the Software and Documentation which are in addition to those set out in the License.

9. **Representation/Warranty:** Vendor represents and warrants to the Province that Vendor has all rights, title and interests required to enter into and perform Vendor's obligations under this Covenant and grant the License.

10. **Governing Law/Disputes:** This Covenant and all related matters will be governed by, and construed in accordance with, the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any law implementing the United Nations Convention on Contracts for the International Sale of Goods and any rules of private international law or the conflict of laws that would lead to the application of any other laws. All disputes between Vendor and the Province arising from, connected with or relating to this Covenant or any related matter will be determined by the courts of British Columbia sitting in the City of Vancouver, Canada, and Vendor hereby irrevocably submits and attorns to the original and exclusive jurisdiction of that court for those purposes and irrevocably waives all rights to trial by jury.

11. **General:** This Covenant is binding upon Vendor and its successors and permitted assigns. This Covenant is for the benefit of the Province and its successors, assigns and licensees. The Province may in its discretion and without any notice to Vendor assign this Covenant (including the License) to any person who acquires ownership of the Facility or is engaged by the Province to operate the Facility. Vendor may not assign this Covenant without the Province's express prior written consent. Vendor and the Province are non-exclusive independent contracting parties, and nothing in this Covenant or done pursuant to this Covenant will create a partnership, joint venture, agency, employment, sponsorship, or other similar relationship between the parties. Vendor will execute any further documents and do any further acts that may be necessary to implement and carry out the intent of this Covenant. If any provision of this Covenant is determined by a court of competent jurisdiction to be unenforceable or invalid for any reason, then that provision will be deemed severed from this Covenant and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance this Covenant would fail in its essential purpose. No consent or waiver by the Province to or of any breach by Vendor of its obligations under this Covenant will be effective unless in writing and signed by the Province or be deemed or construed to be a consent to or waiver of a continuing breach or any other breach by Vendor. This Covenant sets forth the entire agreement between Vendor and the Province regarding the subject matter of this Covenant, and may be modified only by a written instrument signed by both parties.

12.   **Responsibility:** If the Province authorizes another person to Use the Software or Documentation pursuant to this Covenant, then the Province will require the other person to comply with the restrictions and requirements set forth in this Covenant regarding Use of the Software and Documentation.

Acknowledged and agreed to by [insert name of Software Vendor].

By: _____

Title: _____

Date: _____