

## WORKING AT HEIGHTS TRAINING PROGRAM LICENSE AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

BETWEEN:

**Occupational Safety Group Inc.**, a corporation incorporated pursuant to the laws of the Province of Ontario (“OSG”)

and

**[LICENSEE]**, a corporation incorporated pursuant to the laws of the Province of **[PROVINCE]** (the “Licensee”)

**WHEREAS** OSG is in the business of developing and selling Courses;

**AND WHEREAS** Licensee wishes to offer Courses to Students on the terms and conditions set out in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. In this Agreement the following capitalized terms have the meaning set out as follows:

- (a) “**Course**” means those Working at Heights courses developed by OSG that make use of the Training Content and are listed in Exhibit “A”.
- (b) “**CPO**” means the Chief Prevention Officer, as designated from time to time by the Ministry of Labour, Immigration, Training and Skills Development (the “**Ministry**”).
- (c) “**Parties**” means OSG and Licensee.
- (d) “**Party**” means any one of the Parties.
- (e) “**Student**” means any student of the Licensee who receives a training under a Course.
- (f) “**Term**” has the meaning provided at section 10(a).
- (g) “**Training Content**” means OSG’s training materials which it shall make available to Licensee from time to time, which may include, without limitation, all manuals, textbooks, tests, quizzes, interactive exercises, checklists, lectures, video and recordings, broadcasts and webcasts, performances, and all other training materials and content, regardless of format and whether or not fixed on any media or broadcast. For clarity, Training Content expressly excludes third party materials not produced by OSG.

2. License.

- (a) License Grant to Licensee. OSG hereby grants Licensee a non-exclusive, non-sub-licensable, and non-transferable (except in compliance with section 12(h)) license during the Term (the “**License**”) to use the Training Content solely for Licensee to offer Courses to Students in accordance with the terms of this Agreement. Licensee may make a reasonable number of copies of the Training Content for internal business purposes solely as may be required for Licensee to provide the Courses to Students, provided that all such copies (i) remain OSG’s exclusive property; (ii) are subject to the terms and conditions of this Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. Licensee will be solely responsible for its compliance with all

applicable laws, rules, and regulations, including but not limited to those obligations imposed by the CPO and/or the Ministry with respect to offering the Courses to Students.

- (b) Use Restrictions. Licensee shall not use the Courses or Training Content for any purposes beyond the scope of the License set out in section 2(a). Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Courses or the Training Content, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Courses or the Training Content; or (iii) remove any proprietary notices from the Courses or the Training Content.
- (c) Delivery. OSG may deliver the Training Content electronically or other than by electronic means. Delivery other than by electronic means shall be at Licensee's sole cost. Licensee shall assume all liability for loss upon delivery.

### 3. Fees and Payment.

- (a) Fees. Licensee shall pay to OSG the fees ("**Fees**") as follows:
  - (i) A one-time administration fee of \$3,495 due upon signing this Agreement (the "**Admin Fee**").
  - (ii) A per-user fee (the "**Per User Fees**") of \$12.00 for each Student who completes a Course.

Licensors may increase the Fees from time to time on 30 days' prior notice to Licensee.

- (b) User Calculation. The Per User Fees, will be calculated on the last day of each fiscal quarter for Students who have completed Courses in a given quarter (applicable quarter ends being March 31<sup>st</sup>, June 30<sup>th</sup>, September 31<sup>st</sup>, and December 31<sup>st</sup>). The Licensee shall report the number of Students who have completed a Course and deliver this number to OSG within two weeks of the last day of each quarter. Upon the annual submission of Students who have completed a Course to the CPO (the "**CPO Annual Report**"), the Licensee shall provide OSG with a copy of the applicable CPO Annual Report to confirm the number of Students reported to OSG hereunder.
- (c) Payment Terms. Licensee shall make all payments of all Fees in Canadian dollars. All Fees shall be due and payable upon receipt of invoice, save and except the one-time administration fee, which is due upon signing of this Agreement. Any amounts not received within 30 days of such amounts being due and payable shall accrue interest at a rate equal to the Royal Bank of Canada's prime rate plus 5% per annum, compounded monthly, until payment is received by OSG.
- (d) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes. Licensee is responsible for all goods and services, harmonized sale, sale, service, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial or territorial, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on OSG's income.
- (e) Confidentiality of Financial Terms. Licensee acknowledges and agrees that the Fees and pricing information are Confidential Information.
- (f) Right to Audit. During the term of this Agreement and for three (3) years thereafter, Licensee agrees to keep all usual and proper records, including but not limited to the CPO Annual Reports, Student records, books of account and all usual and proper entries relating to the Courses. Records and books of account include, but are not limited to, information regarding the number of Courses purchased by Licensee and Courses

distributed to Students by Licensee. Upon request, Licensee shall add Licensor as an administrator and/or trainer on their Ministry portal for the limited purpose of confirming the accuracy of the CPO Annual Reports provided to Licensor under section 3(b) of this Agreement. Licensor may cause an audit and/or inspection to be made of the applicable Licensee records in order to verify statements issued by Licensee and Licensee's compliance with the terms of this Agreement. An inspection may be conducted by Licensor or its designee and an audit shall be conducted by an independent certified public accountant or other similar designee as selected by Licensor. Such auditor shall provide a summary of its findings regarding its verification of the statements by Licensee and Licensee's compliance with the terms of this Agreement. Licensee agrees to provide Licensor's designated audit or inspection team access to the relevant Licensee records. Licensee shall pay Licensor the full amount of any underpayment revealed by the audit plus interest from the date such payments were due under the terms of this section 3. Notwithstanding the foregoing, if such audit reveals an underpayment by Licensee of more than three percent (3%) for the period covered by the audit report, Licensee shall pay all of the fees and costs associated with such audit and the amount underpaid with interest from the date such payment was due pursuant to this section 3. Furthermore, the Licensee grants the right for the Ministry to release Course specific student data to the Licensor.

4. Confidential Information. From time to time during the Term, OSG may disclose or make available to Licensee information about OSG's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. Licensee shall not disclose OSG's Confidential Information to any person or entity, except to Licensee's employees who have a need to know the Confidential Information for Licensee to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, Licensee may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that Licensee shall first have given written notice to OSG and made a reasonable effort to obtain a protective order; or (ii) to establish Licensee's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, Licensee shall promptly return to OSG all copies, whether in written, electronic, or other form or media, of OSG's Confidential Information, or destroy all such copies and certify in writing to OSG that such Confidential Information has been destroyed. Licensee's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to Licensee; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. Intellectual Property Ownership. Licensee acknowledges that OSG owns all rights, title, and interest, including all intellectual property rights, in and to the Courses and Training Content. Nothing in this Agreement shall be interpreted as a transfer or assignment of any proprietary rights from Licensee to OSG.

6. Ownership of Feedback and Suggestions. If Licensee, its affiliates, subsidiaries or employees sends or transmits any communications or materials to OSG in any manner whatsoever, suggesting or recommending changes to the Courses or Training Content of any kind, or any

comments, questions, suggestions, or the like ("**Feedback**"), Licensee hereby assigns to OSG on behalf of Licensee, and shall cause Licensee's affiliates, subsidiaries or employees to assign, all right, title, and interest in, and OSG is free to use, without any attribution or compensation to Licensee or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although OSG is under no obligation to use any Feedback.

7. Warranty Disclaimer. THE COURSES AND TRAINING CONTENT ARE PROVIDED "AS IS" AND OSG HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. OSG SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification.

(a) OSG Indemnification.

- (i) OSG shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, costs (including legal fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Courses or Training Content, or any use of the Courses or Training Content in accordance with this Agreement, infringes or misappropriates such third party's Canadian patents, copyrights, or trade secrets, *provided that* Licensee promptly notifies OSG in writing of the claim, cooperates with OSG, and allows OSG sole authority to control the defense and settlement of such claim.
- (ii) If such a claim is made or appears possible, Licensee agrees to permit OSG, at OSG's sole cost and expense, to (A) modify or replace the Courses or Training Content to make it non-infringing, or (B) obtain the right for Licensee to continue use. If neither of these alternatives are possible notwithstanding OSG's commercially reasonable efforts, OSG may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee.

(b) Licensee Indemnification.

- (i) Licensee shall indemnify and hold harmless OSG from and against any and all losses, damages, liabilities, costs (including legal fees) incurred by OSG resulting from a breach of OSG's intellectual property rights in the Courses and the Training Content resulting from an infringement of OSG's intellectual property or a breach of the terms of the License by Licensee, any subsidiary, affiliate, or employee of Licensee, or any other person for whom Licensee is responsible at law.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 9, IN NO EVENT WILL OSG BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER OSG WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 9, IN NO EVENT WILL THE AGGREGATE LIABILITY OF OSG ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS

ACCRUED BUT NOT YET PAID TO OSG UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 9 DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 4 AND SECTION 8.

10. Term and Termination.

- (a) Term. The initial term of this Agreement commences on the Effective Date and terminates on the first (1st) anniversary of the Effective Date and shall thereafter renew for additional successive one (1) year terms unless and until either Party provides notice of non-renewal at thirty (30) days before the end of the then-current term, or unless and until earlier terminated as provided under this Agreement or applicable law (the "**Term**").
- (b) Termination. In addition to any other express termination right set forth in this Agreement:
  - (i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured five (5) days after the non-breaching Party provides the breaching Party with written notice of such breach;
  - (ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
  - (iii) either Party may terminate this Agreement, effective on 30 days' prior written notice to the other Party.
- (c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under section 4, Licensee shall cease using and delete, destroy, or return all copies of the Courses and Training Content, save and except any automated back-up copies which may have been made by Licensee's automated systems, subject to (i) such backup copies being deemed to be Confidential Information; (ii) such backup copies being destroyed in accordance with Licensee's usual data destruction policy.
- (d) Survival. This section 10(d) and sections 1, 4, 5, 8, 9 and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Dispute Resolution. Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or any breach, termination or validity thereof (a "**Dispute**") shall be finally settled in accordance with the provisions of this section 11.

- (a) Negotiation. The Parties to the Dispute shall first meet, which meeting may be virtual or by teleconference, and attempt to negotiate a mutually acceptable resolution to the Dispute.
- (b) Mediation. If the Parties to the Dispute are unable to achieve a resolution through negotiation within 14 days of the date on which the Party provided written notice of the

Dispute to the other Party, the Parties shall appoint a mutually acceptable mediator and shall attempt to mediate the dispute. The mediation will be conducted in accordance with the National Mediation Rules of the ADR Institute of Canada.

- (c) Arbitration. If the Parties are unable to reach a mutually acceptable resolution within 14 days of the start of mediation on some or all of the issues in the Dispute, then the remaining issues in Dispute shall be finally resolved by means of binding arbitration, which arbitration shall be conducted by one arbitrator in accordance with the *Arbitration Act, 1991* (Ontario) or *International Commercial Arbitration Act* (Ontario), as applicable, in effect at the time of arbitration, except as may be modified herein or by agreement of the Parties. The arbitration will be conducted under the *Arbitration Rules* of the ADR Institute of Canada. The decision of the arbitrator shall be final, except on questions of law. Any order of the arbitrator may be enforced by any court having jurisdiction.
- (d) Location of Mediation/Arbitration. The seat of the arbitration or mediation, as applicable, shall be the city of London, Ontario, Canada, and may be conducted electronically or virtually upon mutual agreement, or upon the decision of the arbitrator or mediator, as applicable.
- (e) Appointment of Mediator/Arbitrator. If the Parties are unable to agree as to an arbitrator or mediator, as applicable, each Party shall appoint an arbitrator or mediator and the appointed arbitrators or mediator shall conclusively select the arbitrator or mediator who shall mediate or arbitrate, as the case may be. Any mediator or arbitrator shall be experienced and qualified to resolve commercial disputes under the laws of Ontario. If all Parties to the Dispute agree, the same person may arbitrate and mediate.

12. Miscellaneous.

- (a) Entire Agreement; Order of Precedence. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.
- (b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties as follows (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this section):

If to Licensee:



Attention: ●

or at such other address as Licensee may designate by written notice.

If to OSG:

Occupational Safety Group Inc.  
3330 Dingman Dr.  
London, ON N6E 3W8

Attention: Ana Ivanic

or at such other address as OSG may designate by written notice.

Notices sent in accordance with this section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the 5th day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

- (c) Amendment and Modification. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- (d) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (f) Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).
- (g) Choice of Forum. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder that is not captured by the dispute provisions of section 11 will be instituted exclusively in the Federal Court of Canada or the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- (h) Assignment. Neither Party may assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign its rights or delegate its obligations, in whole or in part, without such consent and upon 30 days prior written notice to the other Party, to an entity that acquires all or substantially all of the business or assets of the Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment, transfer, or delegation in violation of this section will be null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- (i) Equitable Relief. Notwithstanding Section 11 of this Agreement, each Party acknowledges

and agrees that a breach or threatened breach by such Party of any of its obligations under section 4 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

- (j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

*[Remainder of this page intentionally blank; signing page follow*

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