

LaborKey Per Cap Territorial Labour Federation License Agreement

This Software License and Services Agreement (the "Agreement") is entered into by and between LaborKey Corporation ("L.K. Corp"), a Minnesota corporation, and the Canadian Labour Congress ("CLC") Territorial Labour Federation selected in Clause (1) below (the "Licensee").

RECITALS:

WHEREAS, L.K. Corp provides LaborKey Per Cap software ("LaborKey Per Cap"), including station licenses, software customization, technical support, and associated data services; and

WHEREAS, Licensee desires to obtain licenses to utilize LaborKey Per Cap and receive associated services in accordance with the terms and conditions set forth herein;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, L.K. Corp and Licensee agree to the following terms and conditions:

(1) LICENSEE ACCOUNT INFORMATION

TERRITORIAL LABOUR FEDERATION ★ Northern Territories Federation of Labour
 Yukon Federation of Labour

ACCOUNT CONTACT ★ _____

eMAIL ADDRESS ★ _____

PHONE & EXTENSION _____ EXT. _____

BILLING ADDRESS ★ _____

BILLING CITY/TERRITORY/POSTAL CODE ★ _____

★ *These items are required.*

(2) TERM AND TERMINATION

a. Service Period and Renewal: The minimum term of service under this Agreement is one (1) month. This Agreement shall automatically renew on a month-to-month basis to ensure the continuity of the collaborative partnership, unless terminated in accordance with the provisions of this Clause.

b. Commencement of Service:

THE INITIAL MONTH COVERED BY THIS AGREEMENT IS _____ OF _____

LICENSEE REPRESENTATIVE INITIALS _____

c. Notice of Termination: Either party may terminate this Agreement at any time, with or without cause, by providing written notice of termination to the other party via email or mail. Termination shall be effective on the last day of the calendar month in which the notice is received.

d. Post-Termination Data Portability: Upon notice of termination by either party, L.K. Corp shall initiate the data extraction assistance protocols defined in Clause (3), Paragraph (c). Licensee access to the software shall remain active until Licensee verifies they have successfully completed their data migration and ensured administrative continuity. L.K. Corp agrees that access shall not be unreasonably withheld or terminated while migration is in progress.

(3) COVERED SERVICE AND SUPPORT

a. Scope of Service and Partnership: L.K. Corp hereby establishes a strategic collaborative partnership with the Licensee to provide **LaborKey Per Cap** services at no cost. This specialized licensing tier is designated for Territorial Labour Federations to support the unique administrative requirements of the **Northern Territories Federation of Labour** and the **Yukon Federation of Labour**. This partnership serves to facilitate ongoing research, development, and the optimization of software responsiveness within the Canadian Labour Congress (CLC) federation network.

b. Licensing and Deployment: Under this Agreement, L.K. Corp shall provide an unlimited number of concurrent station licenses as required by the Licensee, all accessing a single unified database. L.K. Corp offers diverse deployment options, including Local Area Network (LAN) and secure remote configurations, featuring granular user permissions and role-based access control. LaborKey Per Cap is engineered for high-security environments and does not require a persistent internet connection for core functionality.

c. Data Sovereignty & Portability: L.K. Corp acknowledges the Licensee's absolute ownership of its data. Should Licensee ever elect to terminate this no-cost service, L.K. Corp shall provide comprehensive data extraction assistance at no cost. Licensee retains the absolute right to extract data independently using the software's native export tools for use in third-party products (e.g., QuickBooks®).

d. Implementation and Training: There are no fees associated with initial data conversion, system installation, or basic training. Additionally, L.K. Corp shall provide, at no cost, any software customizations necessary to ensure the Licensee's database configuration maintains strict compliance with its established by-laws. Licensee shall have unrestricted access to the complete library of technical documentation and video tutorials.

e. **Technical Support:**

- **Standard Support:** This Agreement includes all reasonable phone, email, and web-based technical support regarding the standard operation of LaborKey Per Cap.
- **Developmental Collaboration:** As the intent of this Agreement is a collaborative partnership to enhance software utility within a CLC federation context, L.K. Corp will prioritize feedback from the Licensee and strive to provide requested software enhancements at no cost. However, significant custom development requests may require separate evaluation and independent arrangements outside the scope of this no-cost Agreement.

(4) **BILLING AND PAYMENT TERMS**

a. **No-Cost License Acknowledgement:** In accordance with the collaborative partnership defined in Clause (3), the standard monthly license fees for LaborKey Per Cap are waived (**\$0 CAD**). Licensee shall only be responsible for fees associated with special supplemental service or support as expressly agreed upon by both parties in writing prior to the commencement of such work.

b. **Invoicing for Supplemental Services:** L.K. Corp shall submit an invoice to Licensee on or about the tenth (10th) day of each calendar month only when supplemental service or support fees have been incurred. If no billable services are performed during a billing cycle, no invoice will be generated.

c. **Payment Deadlines and Grace Period:** All invoices for supplemental services are due and payable in full within twenty-five (25) days of the invoice date (the "Due Date"). L.K. Corp provides a ten (10) day grace period following the Due Date before an account is considered delinquent.

(5) **DATA SECURITY AND STEWARDSHIP**

a. **Local Data Integrity:** The default configuration of LaborKey Per Cap is designed as a local-first application. It does not include features that permit remote services to access data residing on Licensee's local machines or network, nor does it compromise network or machine security services or protocols.

b. **Support Data Handling:** If Licensee provides data files to L.K. Corp for processing assistance or technical support:

- **Security:** L.K. Corp shall process such files only on secured systems with access restricted to authorized personnel.
- **Retention:** L.K. Corp shall retain support data files for a period of thirty (30) to sixty (60) days, after which they will be securely deleted unless ongoing assistance is requested.
- **Ownership:** All data files provided by Licensee remain the exclusive property of Licensee. L.K. Corp acts solely as a temporary custodian of such data for support purposes.

c. **Relationship to Confidentiality:** All data handled under this Clause (5) shall be treated as Confidential Information in accordance with the protections set forth in Clause (8) below.

(6) SOFTWARE UPDATES AND DATA INTEGRITY

a. Availability: L.K. Corp shall provide all LaborKey Per Cap updates and "patches" to Licensee at no additional cost.

b. Data Integrity: L.K. Corp warrants that the installation or update of LaborKey Per Cap is designed to preserve the integrity of affiliate, per capita, deposit, delegate, and convention data administrated within LaborKey Per Cap. L.K. Corp shall not be responsible for data loss or configuration issues resulting from:

- **Manual Interference:** Unauthorized manual removal or alteration of data files, resource files, or directory structures;
- **Third-Party Processes:** Interference from third-party software, including but not limited to antivirus programs, automated backup utilities, or system maintenance tools; or
- **Environmental Failure:** Hardware failure, power interruptions, or operating system errors occurring during the update process.

c. Backup Responsibility: Notwithstanding the protections above, Licensee is responsible for posting regular remote and/or local LaborKey Per Cap backups with built in LaborKey Per Cap backup features.

(7) INTELLECTUAL PROPERTY AND USE RESTRICTIONS

a. Ownership and Title: L.K. Corp retains all rights, title, and interest (including all copyright, patent, trademark, and other intellectual property rights) in and to LaborKey Per Cap, its source code, documentation, and any updates or modifications thereto. LaborKey Per Cap is licensed, not sold, and is protected by Canadian and International copyright laws and treaties.

b. Prohibited Actions: Licensee shall not, and shall not permit any third party to:

- **Reverse Engineer:** Modify, translate, reverse engineer, decompile, or disassemble LaborKey Per Cap, or otherwise attempt to derive its source code, except to the extent such activity is expressly permitted by applicable law notwithstanding this limitation;
- **Create Derivatives:** Create derivative works, adaptations, or localizations based on LaborKey Per Cap or its source code;
- **Bypass Security:** Circumvent or bypass any technological protection measures or license keys intended to restrict access to the software; or
- **Redistribute:** Rent, lease, sublicense, or distribute copies of LaborKey Per Cap to any third party outside the express scope of this Agreement.

c. Feedback: If Licensee provides L.K. Corp with suggestions or feedback regarding the software, L.K. Corp may use such feedback without restriction or obligation to Licensee.

(8) CONFIDENTIALITY

a. Definition of Confidential Information: "Confidential Information" means all non-public information disclosed by one party (the "Discloser") to the other (the "Recipient"), whether orally

or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

- **L.K. Corp Confidential Information** includes, without limitation: LaborKey Per Cap software, its source code, documentation, pricing, and the terms of this Agreement.
- **Licensee Confidential Information** includes, without limitation: non-public affiliate data, per capita payment and allocation data, affiliate delegate eligibility and voting strength data, individual delegate data, convention data, election and vote data, and other internal data administered by the software.

b. Exclusions: Confidential Information does not include information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser; (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation; (iii) is received from a third party without breach of any obligation; or (iv) was independently developed by the Recipient.

c. Protection of Confidential Information: The Recipient shall use the same degree of care it uses to protect its own confidential information (but not less than reasonable care) to:

- (i) Limit access to Confidential Information to those employees, affiliates, accountants, attorneys, and contractors who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as protective as those herein; and
- (ii) Not disclose any Confidential Information to any third party except as permitted by this Agreement or as required by law (subject to providing the Discloser with prompt notice of such requirement, if legally permitted).

d. Compelled Disclosure: If the Recipient is compelled by law or court order to disclose Confidential Information, it must provide the Discloser with prior notice (to the extent legally permitted) to allow the Discloser an opportunity to contest the disclosure or seek a protective order.

(9) LIMITED WARRANTY AND DISCLAIMER

a. Performance and Standard of Care: L.K. Corp makes no representation or warranty that LaborKey Per Cap or any associated documentation are "error-free", or meet any user's particular standards, requirements, or needs. Should LaborKey Per Cap prove defective, L.K. Corp will address the proven defect in an appropriate manner so as to eliminate the defect.

b. Disclaimer of Warranties and Jurisdictional Rights: This warranty is a limited warranty and it is the only warranty made by L.K. Corp. To the maximum extent permitted by applicable law, L.K. Corp disclaims all other warranties and conditions, either expressed or implied, including but not limited to, implied warranties of fitness for a particular purpose, title, and non-infringement, with regard to LaborKey Per Cap, and the provision of or failure to provide support services. To the extent that Licensee's territorial jurisdiction does not allow the exclusion or limitation of implied warranties, the above disclaimers may not apply to Licensee. In such cases, Licensee may have additional legal rights and remedies that vary by jurisdiction.

c. Authorized Modifications and Warranty Termination: No agent or representative of L.K. Corp is authorized to modify or expand this limited warranty. If Licensee makes any modifications to LaborKey Per Cap; if LaborKey Per Cap is subjected to accident, abuse, or improper use; or if Licensee violates the terms of this Agreement, then this warranty shall immediately be terminated.

(10) LIMITATION OF LIABILITY

a. Exclusion of Indirect Damages: Except in the case of L.K. Corp's willful misconduct, and regardless of the legal theory (contract, tort, or otherwise), L.K. Corp and its suppliers shall not be liable to Licensee for any indirect, special, incidental, or consequential damages. This exclusion includes, but is not limited to:

- Loss of profits, revenue, or goodwill;
- Work stoppage or computer failure;
- Loss or corruption of data; and
- Third-party costs, including Canada Post rates, surcharges, or data processing fees.

b. Liability Cap: Except for L.K. Corp's willful misconduct, L.K. Corp's total aggregate liability for all claims arising out of this Agreement or the use of LaborKey Per Cap shall not exceed the total license fees paid by Licensee to L.K. Corp during the twelve (12) months immediately preceding the event giving rise to the claim. This limit applies even if L.K. Corp has been advised of the possibility of such damages.

c. Statutory Rights: Some provincial or territorial jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, the liability of L.K. Corp shall be limited to the maximum extent permitted by applicable law.

(11) MISCELLANEOUS

a. Severability and Survival of Limitations: If any provision of this Agreement is found void or unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed to meet its intended purpose, all limitations of liability and exclusions of damages as described in Clauses **(9)** and **(10)** above shall remain in full force and effect.

b. Governing Law and Jurisdiction: This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the Territory in which the Licensee is headquartered and the federal laws of Canada applicable therein. The parties agree that any legal proceedings shall be brought in the courts of such Territory.

c. Reservation of Rights: L.K. Corp reserves all other rights and restrictions not specifically granted in this Agreement.

d. Entire Agreement and Superseding: This Agreement, once executed by authorized representatives of both parties, constitutes the entire agreement between L.K. Corp and Licensee

regarding its subject matter. It supersedes and replaces all prior or contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter.

(12) ACCEPTANCE AND AUTHORIZATION

Authorized Signatories: Each party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to execute this Agreement and to legally bind such party to its terms and conditions.

LABORKEY CORP REPRESENTATIVE _____

SIGNATURE _____ DATE _____

LICENSEE REPRESENTATIVE _____

REPRESENTATIVE'S TITLE _____

SIGNATURE _____ DATE _____