LICENSE AGREEMENT

This LICENSE AGREEMENT (the **"Agreement"**), dated as of March 16, 2023 (the **"Effective Date"**), is made by and between Stantec Consulting Services Inc. ("**Licensor**"), a New York corporation with offices at 3052 Beaumont Centre Circle, Lexington, KY 40513 and Lexington-Fayette Urban County Government, ("**Licensee**"), an Urban County Government organized under KRS 67A and located at 200 East Main Street, Lexington, Kentucky, 40507.

WHEREAS Licensor operates Emergent, an emergency logistics system that provides a centralized knowledge portal that delivers real time data to improve emergency response (the "**System**") which Licensee wishes to access and use, subject to the terms and conditions set forth herein.

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. **Right to Use.** With effect from the Effective Date, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable license to use the System and any reports, data or information derived from the System (collectively, "**Work Product**"), subject to Licensee's compliance with the Agreement, including the terms and restrictions set out herein.

2. **Fees**. Licensee will pay Licensor an annual subscription fee of $10 per user in exchange for its license to access the System. Subscription fees are payable in advance and will be invoiced to Licensee by Licensor.

3. **Taxes**. You agree to pay any applicable taxes, assessments and duties including, but not limited to, all national, foreign, state, local, regional, provincial or municipal sales and/or use taxes, value added taxes, goods and services taxes, consumption taxes, personal property taxes, ad valorem taxes, custom duties, import fees, stamp duty, intangibles tax, registration fees or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on your use or license of the System.

4. **Marketing Commitment**. Licensee agrees to list Licensor as a member of its Health and Safety team and to undertake commercially reasonable efforts to promote the System. For the purposes of this Section, Licensor grants Licensee a revocable license to use Licensor's trademark in the "STANTEC" word mark and design mark to promote Licensee's use of the System in Licensee's marketing and promotional materials, subject to Licensor's prior review and approval of such materials.

5. **Term**. The term of this Agreement commences as of the Effective Date and, unless terminated earlier as provided herein, will remain in force for a period of six (6) months (the **"Term"**).

6. **Termination**. Either party may terminate this Agreement at its convenience upon at least three (3) months' prior written notice to the other party. Either party may terminate this Agreement on written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Either party may terminate this Agreement by written notice to the other party if the other party: (a) becomes insolvent or admits its inability to pay its debts generally as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (c) is dissolved or liquidated or takes any corporate action for such purpose; (d) makes a general assignment for the benefit of creditors; or (e) has 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. Upon the expiration or termination of this Agreement for any reason, all rights licensed under this Agreement will revert immediately to Licensor and Licensee shall cease to use the System and the Work Product.

7. **Confidentiality**. Licensee agrees that the System and the System access credentials to be confidential commercial information (collectively, "**Confidential Information**"), created and/or compiled by Licensor. Licensee agrees that Confidential Information is protected under applicable trade secret, copyright and intellectual property laws and that Licensee shall use the System solely in accordance with the provisions of this Agreement and that it shall not at any time during or after expiry or termination of this Agreement, disclose any Confidential Information, whether directly or indirectly, to any third party without Licensor's prior written consent which may be arbitrarily withheld in Licensor's sole discretion.

8. **Ownership.** Licensee agrees that the Confidential Information embedded in the System includes trade secrets that provide Licensor with significant market advantages in its business, and that the Confidential Information and trade secrets are owned exclusively by Licensor. Licensee agrees that any and all of the format, content, copyright, trade secrets, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the System, including all documentation and manuals relating thereto, shall be the sole property of Licensor. Licensee shall not during or at any time after the expiry or termination of this Agreement dispute the ownership of these properties by Licensor. Further, Licensee acknowledges and agrees that Licensor retains sole and exclusive ownership of the System (including all core configuration files, components and modifications) and any derivative works, and nothing herein, including license to use these properties, shall be construed to assign, transfer or otherwise convey to Licensee any ownership right, title or interest in the System (including core configuration files, components and modifications) or any derivative works.

9. **Permitted Uses.**

    (a)   **Use of Work Product** – Licensor provides Licensee with a nontransferable license to use Work Product that is produced during the Term of this Agreement, subject to the confidentiality restrictions contained herein, for its own internal purposes. Licensor retains all ownership rights in any Work Product.

    (b)   **Use of Licensee Data** – Licensee shall own all data, information or material that is entered into the System ("**Licensee Data**"). Licensee provides Licensor with a license to use Licensee Data on an anonymized, aggregated basis to improve the System and for research and product development purposes. Licensee is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Licensee Data and Licensor assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the System to store any Licensee Data. Licensor shall have no liability for any loss, deletion of manipulation of Licensee Data, whether caused by Licensor, any third-party service provider or any other party.

10. **Licensee Responsibilities.** Licensee agrees not to, directly or indirectly, and shall ensure its users do not use the System or otherwise interact with the System in a manner that:

    (a)   Infringes or violates the intellectual property rights or any other rights of Licensor or any third party;

    (b)   Removes, deletes, alters or obscures any trademarks, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property rights notice from the System;

    (c)   Violates any law or regulation, including without limitation any applicable export control laws and/or data privacy laws, or would cause Licensor to be in violation of any law or regulation (including, without limitation, any laws relating to labor, employment, or the issuance of securities);

    (d)   Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

(e)   Misrepresents, or in any other way falsely identifies, Licensee's identity or affiliation, including through impersonation or altering any technical information in communications using the System;

(f)   Jeopardizes the security of Licensee's System account or anyone else's System account;

(g)   Attempts, in any manner, to obtain the password, account, or other security information from any other user;

(h)   Violates the security of any computer network, or cracks any passwords or security encryption codes;

(i)   Runs any form of auto-responder or "spam" on the System, or any processes that run or are activated while Licensee or its users are not logged into the System, or that execute any unpermitted use or otherwise interfere with the proper working of the System (including by placing an unreasonable load on the System infrastructure);

(j)   "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the System or its content (through use of manual or automated means);

(k)   Knowingly transmits or uploads any material through the System containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of violating any term of this Agreement, or damaging, destroying, disrupting or otherwise impairing Licensor's, or any other person's or entity's, network, computer system, or other equipment;

(l)   Circumvents or attempts to circumvent any features, limitations, or restrictions of the System (including, without limitation, attempting to access, download, export, or otherwise use or exploit any System content using any automated means or tools);

(m)   Copies or stores any significant portion of the System content;

(n)   Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the System; or

(o)   Accesses or uses the System for purposes of the development, provision or use of a competing software service or product.

Licensee is solely responsible for, at Licensee's own expense, all equipment, facilities, third-party licenses and services necessary to utilize the System (including without limitation computer hardware, software, and Internet access).

Upon the commencement of this Agreement, Licensee shall provide Licensor with a list of the names of the individuals to whom Licensee would like to provide System access, identifying the organization which employs such individuals. Licensor shall have the right to reject any individuals who are not directly employed by Licensee. All individuals approved by Licensor shall be considered users under this Agreement. Licensee shall request Licensor's written approval in the manner described in this paragraph before providing access to any additional individuals. At any time, Licensor may request and Licensee shall provide a list of the active users who have access to the System and any Work Product. Licensee shall ensure that all users are legally required to comply with the terms of this Agreement, including the confidentiality provisions contained herein.

11. **Enhancements.** Licensor may make enhancements to the System from time to time. Licensee acknowledges and agrees that it does not require or have entitlement to any upgrades to, or enhancements of, the System. Licensor shall not be liable for any loss or damage suffered by Licensee

arising from any defect in the System. All enhancements to the System, whether requested by Licensee or otherwise, shall be the property of Licensor and all provisions of this Agreement will apply to such enhancements for the duration of the Term.

12. **Privacy**. Licensee and its users may be required to enter certain information in order to access the System. Licensee agrees to the terms of Licensor's Copyright & Privacy Policy which address how Licensor may collect, use and disclose information provided by Licensee.

13. **Monitoring**. Licensor has no obligation to monitor Licensee's use of the System; however, Licensor reserves the right to monitor such use, and to review, retain and disclose any information as necessary to ensure compliance with the terms of this Agreement, and to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

14. **No Warranty.** THE SYSTEM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED,INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR MAKES NO WARRANTY AS TO APPLICABILITY, ACCURACY, OR RELIABILITY OF THE SYSTEM, IRRESPECTIVE OF LICENSEE'S OR ITS USERS' INPUTS. LICENSEE ACKNOWLEDGES THAT THE SYSTEM USES INFORMATION AND DATA FROM THIRD-PARTY SOURCES WHICH MAY NOT BE INDEPENDENTLY VERIFIED BY LICENSOR AS TO THE ACCURACY OR RELIABILITY OF SUCH INFORMATION AND DATA.

    LICENSOR MAKES NO WARRANTY THAT THE SYSTEM WILL MEET LICENSEE'S REQUIREMENTS, THAT THE SYSTEM WILL OPERATE IN COMBINATION WITH ANY OTHER PRODUCTS, PROGRAMS OR SOFTWARE THAT LICENSEE MAY SELECT FOR ITS USE OR WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY OR SECURE. LICENSEE ACKNOWLEDGES THAT PROGRAMS, SOFTWARE AND DIGITAL SYSTEMS IN GENERAL ARE NOT ERROR-FREE. LICENSOR FURTHER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE SYSTEM OR ITS INTERACTION WITH LICENSEE'S DATA WITH RESPECT TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

15. **Limitation on Liability.** Licensor shall not be liable to Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the System, its use, application, support or otherwise, except to the extent to which it is unlawful to exclude such liability under the applicable law. Notwithstanding the generality of the above, Licensor expressly excludes liability for any indirect, special, incidental or consequential loss or damage which may arise in respect of the System, its use or in respect of damage to or losses relating to equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings. In the event that any exclusion contained in this Agreement shall be held to be invalid for any reason and Licensor becomes liable for loss or damage that may lawfully be limited, Licensor's total liability to Licensee for all claims under this Agreement shall be limited to $10,000.00 USD. This paragraph shall not apply to any personal injury or property damages caused by Licensor's employees while on Licensee's property.

16. **Indemnity**. To the extent allowable by law, Licensee releases Licensor from any liability and agrees to defend, indemnify and hold Licensor harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, including but not limited to reasonable attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, Licensee's use of the System, excepting liability arising from Licensor's gross negligence or willful misconduct. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Licensee.

17. **Equitable Remedies.** Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable damages, for which an award of damages may not be adequate compensation, and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Licensor may be entitled

at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

18. **Notices**. All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other party as follows (or to such other address that may be designated by a party giving Notice from time to time in accordance with this Section):

If to Licensee:	200 East Main Street, Lexington, Kentucky, 40507
	Email: mayor@lexingtonky.gov
	Attention: Office of the Mayor
If to Licensor:	#400, 10220 – 103 Ave NW, Edmonton, Alberta, Canada T5J 0K4
	Email: legal@stantec.com
	Attention: Corporate Counsel

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 by email with confirmation of receipt; and (d) on the fifth (5th) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

19. **Force Majeure.** Except for the payment of a monetary amount which is due under the terms of this Agreement, neither party shall be responsible for a delay in performance under this Agreement if such delay is caused by a force majeure event or an event outside its reasonable control.

20. **Assignment.** Licensee shall not, without the prior written consent of Licensor, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. Licensor may assign this Agreement without Licensee's consent.

21. **Governing Law.** The validity, construction and performance of this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the Commonwealth of Kentucky. Licensee shall comply with all applicable laws and regulations of any country, state or government agency relating to the use, sale or export of the System, including, but not limited to, the *Export Administration Act*, the United States Departments of Commerce, Treasury or other United States law. The validity, construction and performance of the Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the Commonwealth of Kentucky and all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of competent jurisdiction in the Commonwealth of Kentucky.

22. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. No terms or conditions contained in any purchase order, memorandum or other instrument issued by Licensee and purporting to cover access to the System shall be binding on the parties and any such purchase order, memorandum or other instrument shall be null and void and shall have no legal force or effect.

23. **Interpretation**. Interpretation. For purposes of this Agreement, (a) the words "include", "includes", and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof", "hereby", "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections,

schedules, and exhibits refer to the Sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any schedules and exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

24. **Amendment and Waiver.** This Agreement may be amended or modified only by a written document executed by each of the parties. Either party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party.

25. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions and shall be construed in all respects as if an invalid or unenforceable provision were omitted.

26. **Independent Parties.** Nothing in this Agreement is intended or shall be construed to establish or create an agency, partnership or joint venture relationship between the parties.

27. **No Third-Party Beneficiaries**. This Agreement is intended for the sole benefit of the signatories to this Agreement and is binding on their respective successors and permitted assigns. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto any legal or equitable right, remedy or claim under this Agreement.

28. **Execution.** This Agreement may be executed electronically (including in PDF format) and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

Stantec

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

STANTEC CONSULTING SERVICES INC.

By: _Richard J. Hake_
Name: Richard Hake
Title: Senior Principal

By: _____
Name: Eric Monteith
Title: Director of Innovation

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Name: Linda Gorton
Title: Lexington Mayor

[Signature page to License Agreement]