

## LICENSE AND SUPPORT SERVICES AGREEMENT

This License and Support Services Agreement (the "Agreement") is made as of the 5<sup>th</sup> day of November, 2010 (the "Effective Date").

### By and Between:

**Aveos Fleet Performance Inc.**, a corporation incorporated under the federal laws of Canada, having its registered office at 2311 Boulevard Alfred-Nobel, Saint-Laurent, Québec, Canada H4S 2B6 (hereinafter referred to as "Licensor");

### And

**Canadian North Inc.**, having an office at Suite 300, 5201 – 50th Avenue, Yellowknife, N.W.T., Canada X1A 3S9 (hereinafter referred to as "Licensee").

**WHEREAS** Licensor and Licensee have entered into, concurrently with the execution of this Agreement, a fleet management services agreement (the "Fleet Management Services Agreement") whereby Licensor will provide the management services described therein with respect to certain aircraft owned, leased or operated by Licensee;

**WHEREAS** Licensor has the right to use and license or sub-license, as the case may be, an aircraft maintenance planning and management software, known as SMART; and

**WHEREAS** in order to provide the fleet management services described in the Fleet Management Services Agreement, the parties wish to enter into an agreement with respect to (i) the licensing and use of such aircraft maintenance planning and management software and (ii) the provision of training and support services by Licensor in relation thereof;

**NOW THEREFORE**, the parties agree as follows:

### 1. DEFINED TERMS

1.1 For the purposes of this Agreement, all defined terms used herein and not otherwise defined shall have the meaning given to them in the Fleet Management Services Agreement. In addition, the following terms shall have the following meanings:

- (a) "Authorized User" means an employee or consultant of Licensee listed in Schedule "A" attached hereto or who has been authorized in writing by Licensor and, in all cases, who has executed an undertaking, in favour of Licensor and in a form and substance reasonably satisfactory to Licensor, to be bound by the confidentiality provisions set forth in this Agreement.
- (b) "Confidential Information" shall have the meaning given to such term in Section 19.1.
- (c) "Disclosing Party" shall have the meaning given to such term in Section 19.1.

- (d) "Documentation" means a user guide, instructional documentation, training material and such other documentation for use with the Software, whether in printed or electronic form, relating to the operation and/or support of the Software.
- (e) "Escrow Agreement" shall have the meaning given to such term in Section 7.1.
- (f) "Escrow Materials" shall have the meaning given to such term in Section 7.1.
- (g) "Key" shall have the meaning given to such term in Section 3.6.
- (h) "License" shall have the meaning given to such term in Section 2.1.
- (i) "Licensee Data" means all technical data, records and other Licensee specific information resident in, uploaded into, stored on or otherwise accessible through the Software.
- (j) "Licensee Systems" shall have the meaning given to such term in Section 3.5.
- (k) "Modifications" means any modification, change, addition, enhancement or upgrade to the Program that may be integrated by Licensor pursuant to the provisions of Article 5 below.
- (l) "Monthly License Fees" means the monthly license fees set forth in Section 5.1.
- (m) "Non-Confidential Information" shall have the meaning given to such term in Section 19.3.
- (n) "Program" means the Software and the Documentation as well as any Confidential Information related thereto.
- (o) "Receiving Party" shall have the meaning given to such term in Section 19.1.
- (p) "Service Level Agreement" shall have the meaning given to such term in Section 6.1.
- (q) "Software" means the aircraft maintenance planning and management software used by Licensor and known as SMART.
- (r) "Term" shall have the meaning given to such term in Section 17.1.

## 2. GRANT OF LICENSE

- 2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, personal, non-transferable and revocable license to (i) access and view the Program and (ii) subject to the terms set forth in the Service Level Agreement, store and upload Licensee Data into the Software (the "License"). It is understood that Licensee shall have no access to the Software's source code and/or object code.

## 3. OBLIGATIONS OF LICENSEE IN RELATION TO THE USE OF THE PROGRAM

- 3.1 Licensee's use of the Program is restricted solely to the purposes identified in Section 2.1 above and shall be conducted, at all times, strictly in accordance with the terms and conditions set forth in this Agreement.
- 3.2 At all times, Licensee shall, and shall ensure that any Authorized User:

- (a) does not copy or reproduce the Program or any part thereof nor copy, ghost, export or derive training material and/or any devices relating to the Program;
- (b) does not modify the Program in any way, or reverse engineer, screen scratch, decompile or disassemble the Program or any part thereof nor otherwise attempt to create or derive the source code related thereto;
- (c) prevent any person who is not an Authorized User from accessing or using the Program;
- (d) use the Program only in accordance with the Documentation and applicable laws and regulations;
- (e) does not use the Program without the Key, if provided by Licensor with the Program, or attempt to develop or develop any means or technology which would enable Licensee to bypass the use of the Key to operate the Program;
- (f) does not use the Program or any part thereof to develop and/or produce and reproduce adaptations, enhancements, modifications, derivative works and improvements of the Program or any part thereof or works containing functionality similar to the Program or any part thereof;
- (g) does not use the Program to enable, support or otherwise aid Licensee or a third party to develop any program, software or service competitive with the Program;
- (h) does not use the Program to store or transmit material in violation of third party privacy rights;
- (i) does not interfere with or disrupt the integrity or performance of the Program;
- (j) does not provide nor attempt to provide any Licensee Data which could contain viruses, worms, time bombs, Trojan horses or any other destructive or infected device or function; and
- (k) does not use the Program in any manner which could interfere with any other Person's use and/or enjoyment of the Program.

3.3 Licensee agrees to grant Licensor, its agents and representatives, at any time during Licensee's normal business hours and upon reasonable prior notice, the right to access to Licensee's premises, , its IT facilities and computer terminal(s) to ensure that the use of the Program is done at all times in compliance with the terms and conditions set forth in this Agreement.

3.4 Licensee agrees to take all necessary actions to ensure that all Authorized Users abide by the terms and conditions of this Agreement (including all actions that Licensee would take to protect its own trade secrets and confidential information). Licensee shall be responsible and indemnify, defend and hold harmless Licensor for any default or non-compliance with any of the terms and conditions of this Agreement caused by such Authorized Users as if such default or non-compliance had been caused by Licensee itself.

3.5 Licensee shall procure any equipment, hardware, software, network connections and firewalls (the "Licensee Systems") required to operate the Program (including as described in the Service Level Agreement) and shall be responsible for the maintenance and sufficiency thereof to ensure a secure operating internet and intranet environment for the operation of the Program. It is understood that Licensor shall have no responsibility whatsoever with respect to the accessibility of the Software through the internet, the internet speed, the compatibility of the Software with the Licensee Systems and/or the accessibility of the Software using such Licensee Systems.

- 3.6 Licensor reserves the right to a) embed a software security mechanism within the Program to monitor usage of the Program to verify Licensee's compliance with this Agreement or b) use a hardware lock device and/or c) a license administration software and/or a license authorization key to control access to the Software (collectively, the "Key").
- 3.7 Should any of Licensee's employees or consultants who are also Authorized Users cease to be employees or consultants of Licensee, Licensee shall, within ten (10) days thereafter, notify Licensor of such cessation.
- 3.8 Licensee hereby agrees that at no time during the Term shall the maximum number of Authorized Users exceed fifty (50).
- 3.9 Licensee shall be the sole responsible for the integrity, completeness and accuracy of all Licensee Data whether such Licensee Data have been uploaded into the Software by Licensor or Licensee and Licensee hereby acknowledges that Licensor has no responsibility whatsoever with respect to the integrity, completeness and accuracy of such Licensee Data.
- 3.10 Licensee shall be solely responsible for obtaining and complying with all export and import laws and regulations, and government approvals or permits necessary to (i) export and/or use the Program, (ii) import and/or export the Licensee Data and (iii) use of the Licensee Data and/or the Program.

#### 4. TRAINING

4.1 Licensor hereby agrees to provide the following one-time training sessions to Licensee:

- (a) up to three (3) on site training sessions (for a maximum of six (6) hours each) to be provided in accordance with the training schedule as will be advised by Licensor but in any event prior to the entry into service of the aircraft currently described in Annex "C" of the Fleet Management Services Agreement; and
- (b) up to five (5) on-line WebEx training sessions (for a maximum of three (3) hours each) to be provided in accordance with the training schedule as will be advised by Licensor but in any event within one-hundred and twenty (120) days following execution of this Agreement.

The provision of such one-time training services is free of charge to the Licensee (except for Licensee's obligation to assume the expenses described in Section 4.4 below and reimburse the expenses described in Section 8.4 below). Any additional training services will be provided pursuant to the terms of Section 4.2 below.

- 4.2 Additional training services may be requested by Licensee by sending a notice to such effect to Licensor with a description of the requested training services and the requested date(s) for the provision of such services. Such notice shall be sent no later than four (4) weeks prior to the requested date(s) for the provision of such services. Upon receipt of such notice, Licensor will send to Licensee a change order describing such the requested additional training services, the price for such additional training services and the date(s) on which such additional training services will be provided; it being understood that Licensor will use reasonable efforts to accommodate and comply with the date(s) requested by Licensee. Upon execution of such change order, this Agreement shall be deemed automatically amended to include such additional training services.
- 4.3 Licensee shall be responsible for providing the necessary classroom and equipment needed to conduct the on-site training services provided hereunder as advised from time to time by Licensor.

- 4.4 In addition to Licensee's obligation to reimburse the expenses of Licensor's employees and/or agent provided for in Section 8.4 below, Licensee shall be responsible for all expenses incurred by Licensee and any person attending the training, including, without limitation, transportation to and from the training location, meals, lodging and other miscellaneous expenses.
- 4.5 In connection with any training services provided hereunder, Licensor may provide training materials. Such materials are proprietary to Licensor which shall have no obligation to update, and will not update, such training materials.
- 4.6 In the event Licensee cancels or fails to use the training services provided hereunder (through either course cancellation or no-showing on a scheduled course), Licensee hereby agrees:
  - (a) with respect to the training services described in Section 4.1 above: that the cancelled or missed training sessions will not be rescheduled unless the parties agree otherwise, in which case the rescheduled training sessions shall be provided pursuant to the terms of Section 4.2 below; and
  - (b) with respect to the additional training services described in Section 4.2 above: that Licensee shall pay to Licensor the following cancellation fees which shall represent liquidated damages and shall not be deemed a penalty:

<b>Days From The Scheduled Date of Commencement of Training</b>	
7 days or less	100% of the charges
More than 7 days, less than 30 days	25% of the charges
Greater than 30 days	10% of the charges

4.7 Licensee shall also reimburse Licensor for any out-of-pocket expenses incurred due to a cancellation or no-show (as an example, for illustration purposes only but without limitation, hotel room guaranteed charges, etc) within thirty (30) days from the date of the invoice sent by Licensor for such expenses.

**5. MODIFICATIONS**

5.1 Should Licensee wish Licensor to integrate Modification(s) to the Program, Licensee shall send a notice in writing to Licensor to such effect. Upon receipt of such notice but provided such requested Modification(s) is/are approved by Licensor, Licensor will send to Licensee a change order describing the Modification(s), the price of such Modification(s) and the estimated timeline for its/their integration. Upon execution of such change order by the Parties, this Agreement shall be deemed automatically amended to include such Modification(s).

5.2 It is understood that the first forty (40) man hour spent by Licensee to integrate Modification(s) requested by Licensee pursuant to Section 5.1 shall be free of charge.

5.3 Licensee hereby agrees that Licensor may, at any time during the Term of this Agreement, integrate Modification(s) to the Software (in addition to any Modification(s) that may be requested by Licensee pursuant to Section 5.1 above). Should this happen, Licensor agrees to notify Licensee accordingly prior to the integration of such Modification(s) into the Software.

**6. SLA**

6.1 Licensor's service level commitment and technical support in relation to this Agreement are set forth in the Service Level Agreement attached hereto as Schedule "B" to this Agreement (the "Service Level Agreement").

## 7. ESCROW AGREEMENT

7.1 Licensor and Licensee hereby agree to enter into, concurrently with the execution of this Agreement, an escrow agreement in the form attached hereto as Schedule "C" (the "Escrow Agreement") which will contain, *inter alia*, the following terms and conditions:

- (a) Licensor shall agree to deliver the source code and other materials described therein related to the Software (the "Escrow Materials") to the Escrow Agent (as defined therein);
- (b) should Licensor (i) enter into a liquidation process pursuant to the *Bankruptcy and Insolvency Act* (Canada) and (ii) ceases to operate its business for more than five (5) continuous Business Days and subject to the other conditions that may be set forth in the Escrow Agreement, the Escrow Agent shall be authorized to release the Escrow Materials to Licensee;
- (c) the release of the Escrow Materials to Licensee is strictly for Licensee's personal use and Licensee shall only be authorized to use such Escrow Materials in accordance with the terms of this Agreement and for the sole purpose of continuing the benefits afforded to Licensee pursuant to this Agreement;
- (d) Licensee shall have no right to transfer or sub-license the Escrow Materials. Licensee shall have no title whatsoever to the Escrow Materials which title shall at all times remain with Licensor and/or its secured lenders. Licensee shall further agree to maintain at all times the confidentiality of the Escrow Materials pursuant to the confidentiality provisions set forth in this Agreement; and
- (e) The escrow of the Escrow Materials shall be conditional upon Licensee paying in full when due: (i) all Licensor's reasonable costs (including legal and IT fees) incurred with respect to the Escrow Agreement and the escrow of the Escrow Materials including, without limitation, all costs related to the implementation of the escrow and update of the Escrow Materials and (ii) the Escrow Agent's fees.
- (f) The release of the Escrow Materials to Licensee shall be conditional upon Licensee paying in full when due all licensing fees owed by Licensor to its secured lenders.

## 8. REMUNERATION, SETTLEMENT OF ACCOUNTS AND TAXES

8.1 In consideration for the grant of the License, Licensee hereby agrees to pay the following Monthly Licensee Fees in accordance with the terms set forth in Section 8.2 below.

Monthly License Fees	\$7,500.00 CAD/monthly
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The Monthly Licensee Fees include the Aircraft and, if any, up to four (4) Additional Aircraft. Should Licensee wish to add more than four (4) Additional Aircraft into the fleet management program provided pursuant to the Fleet Management Services Agreement, the parties may agree to amend the terms of this Agreement to reflect the incorporation of such Additional Aircraft into the Fleet Management Services Agreement.

8.2 Prior to the execution and delivery of this Agreement and by the fifteenth (15th) Business Day of each month thereafter, Licensor shall send Licensee an invoice representing the Monthly License Fees payable for the following month. Such invoice shall be paid in full by Licensee by no later than fifteen (15) days from the invoice date or the first (1st) Business Day of the following month, whichever is later.

- 8.3 Following execution by the parties of a change order in relation to integration of Modification(s), Licensor shall send an invoice for such Modification(s) to Licensee. Such invoice shall be paid in full by Licensee within fifteen (15) days from the date of the invoice or the first (1<sup>st</sup>) Business Day of the month during which the integration of the Modification(s) is scheduled to commence, whichever is later.
- 8.4 In relation to the additional training services to be provided pursuant to Section 4.2 above, Licensor shall invoice and Licensee shall pay for the agreed training charges, including any applicable taxes, in accordance with the following payment schedule:

<b>Days From The Scheduled Date Of Commencement Of The Training</b>		
<b>Invoice Type</b>	<b>Days in Advance</b>	<b>Percentage of Charges</b>
Deposit	On signature of change order	10%
Prepayment	30 days	25%
Final	7 days	100% net of previous payments

- 8.5 All reasonable travel, lodging, meals, communications and related expenses incurred by Licensor's employees and/or agents performing Licensee's obligations (including, without limitation, training services) pursuant to this Agreement shall be reimbursed by Licensee on an "as incurred" basis within thirty (30) days from the date of the invoice sent by Licensor for such expenses.
- 8.6 All rates contained in this Agreement shall be subject to annual escalation adjustment based on the Total Consumer Price Index (CPI) (which can be referenced at <http://www.bankofcanada.ca/en/cpi.html>) to be applied January 1st of each year that this Agreement is in effect, starting January 1st, 2012.
- 8.7 The provisions of Sections 5.2, 5.3 and 5.4 and Article 14 (Duties and Taxes) of the Fleet Management Services Agreement shall be incorporated by reference into this Agreement with the necessary adjustments.

**9. LIABILITY AND INDEMNITY**

- 9.1 Licensor' liability and obligation in connection with the Program and the services performed under this Agreement shall be limited in accordance with Section 9.2, Article 12 (Default) and Article 14 (Mutual Representations, Warranties and Covenants) of this Agreement and Licensor shall not be liable for any claims, demands, suits, losses, damages, causes of action, fines or judgements (including related expenses and legal costs) resulting from or arising out of or in connection with the Program and/or any services performed under this Agreement including, without limitation, if relating to (i) loss of or damage to any property (including but not limited to the Equipment) or (ii) any delays in transportation or services offered by Licensee, or (iii) death of or injury to any person or persons or (iv) the Licensee Data including, without limitation, the integrity, completeness, accuracy and intended use of the Licensee Data, the loss and/or storage the Licensee Data from or into the Software and the uploading of Licensee Data into the Software by any of Licensor or Licensee or (v) the compliance with all export and import laws and regulations and/or the obtaining of all governmental approvals or permits necessary to import, export and/or use the Licensee Data and/or the Program or (vi) the access or use of the Program including, without limitation, that such access or use will be uninterrupted or error free and/or that all errors will be detected or corrected or (vii) the accessibility of the Software through the internet, the internet speed, the compatibility of the Software with the Licensee Systems and/or the accessibility of the Software using such Licensee Systems or (viii) the Modifications including, without limitation, that the Modifications will not affect the performance of Licensee Systems or will not cause such Licensee

Systems to become obsolete or to require modification or attention; unless, in all cases, the same are due to the gross negligence or wilful misconduct of Licensor, its directors, officers, employees, agents or subcontractors or unless relating to an infringement or violation of third party's Intellectual Property rights for which Licensor is providing indemnification pursuant to Section 9.2.

- 9.2 Subject to Section 9.4 below and the limitations set forth below in this Section 9.2, Licensor shall defend (if required to do so by Licensee), indemnify and hold harmless Licensee and each of its Affiliates and each of their directors, officers, employees, agents and subcontractors from and against any and all claims, demands, suits, losses, damages, causes of action, fines or judgements (including reasonable related expenses and reasonable legal costs) resulting from or arising out of the Program's infringement or violation of any third party's Intellectual Property Rights. Notwithstanding the above, Licensor shall have no obligation to defend, indemnify or hold harmless under this Section 9.2 if the infringement or violation is caused by: (i) a Modification to the Program that has been requested by Licensee; (ii) the use of the Program by Licensee or any Authorized User provided such use is or was not in compliance with any of the terms and conditions of this Agreement or provided such use is or was in combination with any items with which it was not intended to interoperate or (iii) the use of a version of the Program other than the current version if such current version would be non-infringing and had been offered by Licensor to Licensee. In no event shall Licensor's maximum aggregate liability under this Section 9.2, regardless of the form of action, including an action or claim for indemnity, exceed the Monthly Licensee Fees paid by Licensee to Licensor in the 12 month period immediately preceding the first event giving rise to such liability; it being understood that such limitation shall not apply if the event giving rise to the liability was due to the gross negligence or wilful misconduct of Licensor, its directors, officers, employees, agents or subcontractors.
- 9.3 Licensee shall defend (if required to do so by Licensor), indemnify and hold harmless Licensor and each of its Affiliates and each of their directors, officers, employees, agents and subcontractors from and against any and all claims, demands, suits, losses, damages, causes of action, fines or judgements (including reasonable related expenses and reasonable legal costs) resulting from or arising out of or in connection with this Agreement, the Program or the services performed under this Agreement including, without limitation, if relating to any of the items, events and/or situations set forth in paragraphs (i) to (viii) inclusively of Section 9.1 above, unless, in all cases, the same are due to the gross negligence or wilful misconduct of Licensor, its directors, officers, employees, agents or subcontractors or unless relating to an infringement or violation of third party's Intellectual Property rights for which Licensor is providing indemnification pursuant to Section 9.2.
- 9.4 In no event shall Licensor, its Affiliates and each of their directors, officers, employees, agents and subcontractors be liable for any incidental, indirect, special, punitive or consequential damages, including without limitation, loss of profits, use, or revenue in connection with any claim, matter or thing under this Agreement.

## 10. INSURANCE

- 10.1 The provisions of Article 9 (Insurance) of the Fleet Management Services Agreement shall be incorporated by reference into this Agreement with the necessary adjustments.

## 11. FORCE MAJEURE

- 11.1 Neither party shall be deemed in default in any of its undertakings herein if the carrying out of such undertaking has been prevented or delayed by acts in the nature of force majeure, which for the purpose of this Agreement shall include but shall not be limited to: acts of God or the public enemy, strikes, labour unrest causing cessation, slowdown or interruption of work; riots; civil commotion; armed



aggression; insurrections; acts of terrorism; wars; floods; fires; explosions; serious accidents; earthquakes or other catastrophes; epidemics or quarantine restrictions; action of any government or governmental authority; inaccessibility or interruption of Internet and/or other telecommunication networks; or if the carrying out of such undertaking has been prevented or delayed by a cause beyond the reasonable control of Licensor or Licensee. Each party shall notify the other of the occurrence of such delay, and the expected duration of any delay as soon as reasonably possible; provided, however, that none of the terms or conditions of this Section 11.1 shall apply to, suspend or diminish Licensee's obligation to make payment to Licensor as such payments fall due under this Agreement.

## **12. DEFAULT**

12.1 If a party shall refuse to remedy the cause(s) for default, neglect or fail to perform, observe or keep any of the covenants, agreements, terms or conditions herein on its part to be performed, observed or kept, and such refusal, neglect or failure shall continue for a period of fifteen (15) days in the case of non-payment of money, and thirty (30) days in all other cases, after written notice thereof to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement immediately upon written notice to the defaulting party, with the effective date of termination being the date of receipt of such termination notice by the defaulting party. Termination of this Agreement and fulfillment of the obligations of Licensor set forth in Section 17.5 below shall constitute Licensee's sole right, remedy and recourse for any default, neglect or failure on the part of Licensor to perform, observe or keep any of the covenants, agreements, terms or conditions herein.

## **13. SURVIVAL**

13.1 The provisions of Article 13 (Survival) of the Fleet Management Services Agreement shall be incorporated by reference into this Agreement with the necessary adjustments.

## **14. MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

14.1 Each party represents, warrants and covenants to the other party that:

(a) it is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has the corporate power and authority to enter into and perform its obligations under this Agreement;

(b) this Agreement has been duly authorized by all the necessary corporate action and does not require any additional approval or consent and neither the execution and delivery of this Agreement nor the carrying out of its obligations hereunder or compliance with any terms thereof, will contravene any law, judgement, governmental rule, regulation, or order applicable to or agreement to which the party making the representation and warranty is party; and

(c) it will, at all times during the Term of this Agreement, comply with all applicable laws and regulations.

14.2 In addition to the representations, warranties and covenants set forth above, Licensor hereby represents, warrants and covenants to Licensee that:

(a) the Program does not and will not infringe upon or violate Intellectual Property rights of any third party. There are no actions, claims, investigations, arbitrations or other proceedings or claims pending or, to the knowledge of Licensor, threatened against, with respect to, or affecting in any manner, in connection with the Program or any outstanding judgments, orders, decrees, writs,

injunctions, decisions, rulings or awards against the Licensor with respect to, or in any manner affecting the Program; and

(b) it will perform its obligations in accordance with the terms hereof and subject to the terms and conditions of the Service Level Agreement.

14.3 Licensee hereby represents, warrants and covenants to Licensor that, with respect to any and all Licensee Data and Technical Data that is proprietary information of third parties and provided to Licensor for the purposes of the Fleet Management Services Agreement and/or this Agreement, all required authorisations have been obtained and any required licenses have been paid in connection with the use thereof by Licensor in accordance with this Agreement.

14.4 THE PARTIES HEREBY AGREE THAT THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF LICENSOR AND THE REMEDIES OF LICENSEE SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE OF AND IN SUBSTITUTION TO, AND LICENSEE HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND OBLIGATIONS OF LICENSOR AND RIGHTS, CLAIMS AND REMEDIES OF LICENSEE AGAINST LICENSOR, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN THE PROGRAM OR ANY SERVICES PERFORMED UNDER THIS AGREEMENT OR ANY OTHER THINGS DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO:

(a) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

(b) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

(c) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LICENSOR, ACTUAL OR IMPUTED; AND

(d) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT, OR FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO ANY EQUIPMENT, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

IN ADDITION, AND WITHOUT LIMITING THE GENERALITY OF THE REMAINDER OF THIS SECTION 14.4, LICENSOR SHALL HAVE NO RESPONSIBILITY WHATSOEVER AND DOES NOT WARRANT ANY OF THE FOLLOWING:

(i) THE INTEGRITY, COMPLETENESS AND ACCURACY OF ANY DATA AND RECORDS (INCLUDING, WITHOUT LIMITATION, LICENSEE DATA AND TECHNICAL DATA) PROVIDED AND/OR MADE AVAILABLE BY LICENSEE TO LICENSOR IN RELATION TO, OR DURING THE COURSE OF, THIS AGREEMENT;

(ii) THE COMPLIANCE WITH ALL EXPORT AND IMPORT LAWS AND REGULATIONS AND/OR THE OBTAINING OF ALL GOVERNMENTAL APPROVALS AND/OR PERMITS NECESSARY TO IMPORT, EXPORT AND/OR USE THE LICENSEE DATA AND/OR THE PROGRAM;

(iii) THE ONGOING OPERATION OF INTERNET AND TELECOMMUNICATION NETWORKS, THE INTERNET SPEED, THE COMPATIBILITY OF THE SOFTWARE WITH THE LICENSEE SYSTEMS AND/OR THE ACCESSIBILITY OF THE SOFTWARE USING SUCH LICENSEE SYSTEMS;

(iv) THAT ACCESS TO AND/OR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE AND/OR THAT ALL ERRORS WILL BE DETECTED OR CORRECTED; LICENSEE HEREBY ACKNOWLEDGES THAT LICENSOR MAY INTERRUPT THE AVAILABILITY OF THE SOFTWARE, FROM

TIME TO TIME AND AS MAY BE SPECIFIED IN THE SERVICE LEVEL AGREEMENT, IN ORDER TO PROVIDE MAINTENANCE IN RELATION TO THE PROGRAM; AND

- (v) THAT MODIFICATIONS MADE TO THE PROGRAM WILL NOT AFFECT THE PERFORMANCE OF THE LICENSEE SYSTEMS OR WILL NOT CAUSE SUCH LICENSEE SYSTEMS TO BECOME OBSOLETE OR TO REQUIRE MODIFICATION OR ATTENTION.

14.5 Licensee acknowledges that Article 9 (Liability and Indemnity), Article 12 (Default) and this Article 14 have been the subject of discussion and negotiation and are fully understood by the parties, and that the remuneration agreed upon hereunder, and the other mutual agreements of the parties set forth in this Agreement were arrived at in consideration of the provisions of Article 9, Article 12 and this Article 14, specifically including the waiver, release and renunciation by Licensee set forth in Section 14.4 and the indemnity provisions of Article 9.

#### **15. AMENDMENTS AND ASSIGNMENT**

15.1 The provisions of Article 16 (Amendments and Assignment) of the Fleet Management Services Agreement shall be incorporated by reference into this Agreement with the necessary adjustments.

#### **16. GOVERNING LAW, DISPUTE RESOLUTION PROCEDURE AND LANGUAGE OF CONTRACT**

16.1 The provisions of Article 17 (Governing Law) and 18 (Language of Contract) of the Fleet Management Services Agreement shall be incorporated by reference into this Agreement with the necessary adjustments.

#### **17. TERM AND TERMINATION**

17.1 This Agreement shall be effective from the Effective Date and shall continue in full force and effect for a period of five (5) years thereafter (the "Term") except if it is renewed or extended by mutual agreement in writing or unless terminated earlier in accordance with this Agreement.

17.2 The Parties agree that this Agreement shall automatically terminate upon expiry or termination of the Fleet Management Services Agreement by any party thereof for any reason whatsoever.

17.3 If Licensors plans to discontinue making the Program available to Licensee, then Licensors may, at least one hundred eighty (180) days prior to the effective date of such discontinuance, provide written notice thereof to Licensee and this Agreement shall automatically terminate upon such discontinuance becoming effective.

17.4 Unless this Agreement is terminated prior to the expiry of the Term, the parties shall enter into negotiations at least 180 days prior to the expiry of the Term of this Agreement to try to reach mutual agreement on the terms and conditions for a renewal or orderly transition out of this Agreement.

17.5 Upon expiry or termination of this Agreement for any reason whatsoever:

- (a) Licensors shall promptly return to Licensee, if any, any amount which has been paid by Licensee prior to the date of expiry or termination but for which services have not yet been provided as of such date net of any amount owed by Licensee to Licensors;

- (b) Licensors shall return to Licensee all Licensee Data in its possession in Excel file format within fifteen (15) days following the termination or expiration of this Agreement; and

(c) each party shall comply with the obligations set forth in Section 19.6 of this Agreement.

Upon fulfillment of the obligations set forth in this Section 17.5, but subject to the provisions of Article 9 above, Licensor shall have no further obligation or liability to Licensee in relation to the Program, the services provided hereunder and /or this Agreement and Licensee shall have no further right, remedy or recourse in relation thereof.

## **18. COUNTERPART**

18.1 This Agreement may be executed in several counterparts and copies may be sent to the other party by facsimile, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

## **19. CONFIDENTIALITY/NON DISCLOSURE**

19.1 Each party (the "Disclosing Party") hereby acknowledges and agrees that it may, from time to time, disclose to the other party (the "Receiving Party") such Confidential Information as the Disclosing Party considers necessary pursuant to this Agreement. "Confidential Information" includes all information, in any form, furnished or made available directly or indirectly by Disclosing Party to Receiving Party that is (i) marked confidential, restricted, proprietary, or with a similar designation, or (ii) disclosed orally and identified as confidential at the time of disclosure; or (iii) by its nature or the circumstances surrounding disclosure ought to be reasonably treated as Confidential Information. Confidential Information shall include the Software, the Modifications, the Documentation, all patents and patent applications, trade secrets, copyrighted information, price lists, information relating to financial and fiscal matters, business plans, data, materials, Programs, technology, computer programs, specifications, manuals, ideas, techniques, processes, know-how, inventions, models, drawings, algorithms, source code documents and other information disclosed or submitted in writing, orally or by any other tangible media. Any such materials, documents and information that were delivered to a party prior to the date of this Agreement in connection with the performance of this Agreement are Confidential Information.

19.2 During the term of this Agreement, the Receiving Party may use the Confidential Information strictly in connection with the intent of the Agreement and not use the Confidential Information for any other purpose whatsoever. The Receiving Party shall not make copies of the Confidential Information without the consent of the Disclosed Party, which consent shall be at the sole discretion of the Disclosing Party. Provided consent to make copies is obtained, all copies made will reproduce the restrictive legends on the original and the Receiving Party shall in no circumstance be allowed to remove any marking identifying the Disclosing Party's title to the Confidential Information.

19.3 Confidential Information shall not include the following (the "Non-Confidential Information"):

(a) any information that is in the public domain at the date of disclosure by Disclosing Party to the Receiving Party or which, after such disclosure, enters the public domain through no breach of any obligation owed Disclosing Party (but only after it enters the public domain);

(b) any information that the Receiving Party can prove is already known to Receiving Party at the time of Disclosing Party's disclosure of such information to Receiving Party;

(c) any information that the Receiving Party can prove became known to Receiving Party from a source other than Disclosing Party other than by the breach of any obligation of confidentiality owed to Disclosing Party;

(d) any information that the Receiving Party can prove is independently developed by Receiving Party without reference to Disclosing Party's Confidential Information and without breach of this Agreement;

provided, however, where any combination of information disclosed contains both Confidential Information and Non-Confidential Information, such combination shall be deemed to be Confidential Information.

- 19.4 The Receiving Party shall be entitled to disclose Confidential Information if required by a court of competent jurisdiction or regulatory body provided that (i) the Receiving Party shall take such steps as are necessary to maintain the confidentiality by such court or regulatory body and (ii) the Receiving Party shall provide the Disclosing Party with immediate written notice of any request or anticipated request for disclosure so as to permit the Disclosing Party to seek a protective order or other appropriate remedy. Notwithstanding anything to the contrary, each party shall be entitled to make such disclosures as required under applicable securities legislation or as it deems appropriate for the purpose of complying with applicable securities legislation.
- 19.5 The Receiving Party acknowledges that the Disclosing Party may suffer irreparable harm as a result of breach of any of the non disclosure and confidentiality clauses contained herein and that legal remedies may be inadequate; therefore the Receiving Party agrees that, in addition to any damages and other remedies that the Disclosing Party may be entitled to as a result of such a breach, the Disclosing Party may be entitled to an order from a court of competent jurisdiction restraining the Receiving Party from breaching or continuing to breach any of those provisions.
- 19.6 Within 180 days after the termination and/or expiration of the Agreement and/or upon written request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all of the Disclosing Party's Confidential Information and all copies thereof. If not returned, the Receiving Party will destroy and provide a written confirmation of destruction to the Disclosing Party.
- 19.7 The parties may disclose Confidential Information including the specific terms of the Agreement to their professional advisors, provided that such professional advisors shall not be permitted to retain any copies of any Confidential Information, this Agreement or to disclose same to any third party. The Disclosing Party shall be responsible for any breach of this Agreement caused by those professional advisors.
- 19.8 For a period continuing for a period of two (2) years after the execution of this Agreement, neither of the parties will (i) solicit an employee of the other party to terminate his employment by the other party or (ii) employ any person previously employed by the other party, provided that this provision does not apply to solicitation of an individual by means of a general solicitation for employment.
- 19.9 Licensee hereby authorizes Licensor and its affiliates, to identify Licensee as a customer of Licensor in marketing activities, customer lists or similar promotional materials; either presented in a non-stylized format, logo, trademark or service mark. Notwithstanding the limited use permitted in this Section, Licensee reserves all rights to its names, symbols, trademarks, service marks, logos and or any other intellectual property, whether presently existing or hereinafter established.
- 19.10 Public announcements, press releases or other communication shall be with the prior written consent of the other party. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and accept that Licensor or its Affiliates shall be entitled to make all such disclosures as it considers necessary or desirable pursuant to applicable laws, regulations or rules or pursuant to the rules, decisions, orders or requests of applicable securities or other regulatory bodies.

## **20. INTELLECTUAL PROPERTY RIGHTS**

- 20.1 As between Licensor and Licensee, all right, title and interest in and to the Program, all enhancements, upgrades and/or new versions thereof (including, without limitation, all Modifications) and all intellectual property therein shall at all times remain the sole and exclusive property of Licensor. Licensee shall execute any document reasonably requested by Licensor to give effect to the above. The utilization rights of Licensee are limited to those specifically granted herein and are subject to the terms of this Agreement.
- 20.2 All right, title and interest in and to all Licensee Data shall, at all times, remain the sole and exclusive property of Licensee, and Licensor shall have no right to access, possess, use, retain, disclose or otherwise deal with any such information without Licensee's prior written consent, except that Licensor may access and use Licensee Data to the extent necessary to perform its obligations under the Fleet Management Services Agreement and/or this Agreement.

## **21. NOTICES**

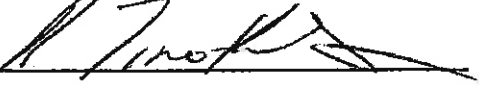
- 21.1 The provisions of Article 23 (Notices) of the Fleet Management Services Agreement shall be incorporated by reference into this Agreement with the necessary adjustments.

## **22. GENERAL PROVISIONS**

- 22.1 *Preamble and Schedules.* The preamble and Schedules attached hereto form an integral part of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Schedule, the terms and conditions of this Agreement shall prevail unless otherwise expressly provided in the applicable Schedule.
- 22.2 *Independent Contractors.* Each party is an independent contractor and does not have any power to contract, give any warranties, make any representation or incur liability of any kind in the name of or on behalf of the other party. Nothing in this Agreement shall construe to create a relationship of partners, joint venturers, fiduciaries, master-servant, agency or other similar relationship between the parties.
- 22.3 *Severability.* If any provision of this Agreement is held illegal, invalid or unenforceable by any competent authority in any jurisdiction, such illegality, invalidity or unenforceability shall not in any manner affect or render illegal, invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties have signed this Agreement.

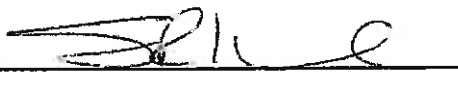
Aveos Fleet Performance Inc.

Per: 

Name: P. Timotheas for R. Gmeau

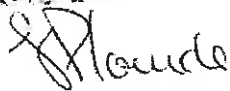
Title: VP - CFO

Canadian North Inc.

Per: 

Name: Steve Hankie

Title: Vice President, Operations, AIRPORTS  
& COMMERCIAL

2010-11-25  


**SCHEDULE "A"**  
**LIST OF LICENSEE'S AUTHORIZED USERS**



**SCHEDULE "B"**  
**SLA**

**This Schedule "B" will include the final agreement describing the support services to be provided by Licensor in relation to the Software which, once executed, will form an integral part of this Agreement.**

**SCHEDULE "B"**  
**SLA**

This Service Level Agreement ("SLA") forms part of the License and Support Agreement (the "Agreement") between Aveos Fleet Performance Inc. (the "Licensor") and Canadian North Inc. (the "Licensee"). For the purpose of this SLA, all references to Licensee shall be deemed to include any and all Authorized Users of Licensee.

**1. Definitions.** All defined terms used herein and not otherwise defined shall have the meaning granted to them in the Agreement. In addition, the following terms shall have the following meanings:

(a) "**Business Days**" shall mean any day other than a day which is a Saturday, Sunday or statutory holiday in any of the provinces or territories of Canada.

(b) "**Defect**" shall mean a failure of the Software, standing alone, to operate in material conformance with the Documentation. The term "Defect" does not include, without limitation, problems arising from or relating to (i) Licensee's failure to comply with the terms of the Agreement and/or this SLA, (ii) Licensee's improper method(s) of operation and/or use of the Software in a manner inconsistent with the Documentation (as such Documentation may be modified or updated from time to time by Licensor) and/or any of the terms of the Agreement and/or this SLA, (iii) Licensee's lack of appropriate training with respect to the Licensee Systems and/or the Software, (iv) Licensee's inappropriate operating system(s) or hardware/software environment (including the incompatibility of the Software with the Licensee Systems or the inaccessibility of the Software using Licensee Systems), (v) the internet speed or connection or (vi) or any other cause similar in any respect to any of the causes set forth above.

(c) "**Extended Hours**" shall mean from 5:01 PM to 7:30 AM (Eastern Standard Time) on Business Days.

(d) "**Non-Business Days**" shall mean a day which is not a Business Day.

(e) "**Regular Hours**" shall mean from 7:31 AM to 5:00 PM (Eastern Standard Time) on Business Days.

(f) "**Strong Password**" shall mean a password (A) having more than eight (8) characters; (B) not matching any of the previous eight (8) Strong Passwords created by Authorized Users; (C) not matching any standard dictionary definition; and (D) having at least three (3) of the following five (5) characteristics:

- (i) one (1) or more capital letters;
- (ii) two (2) or more numbers;
- (iii) one (1) or more punctuation marks;
- (iv) one (1) or more symbols; and
- (v) fewer than three (3) of the same characters consecutively.

## 2. Technical Support Services

2.1 Technical Support Services. Subject to, and in accordance with, the terms set forth below, Licensor will provide technical support for the use of the Software by Licensee.

2.2 Help Desk. Licensee shall report any Defects to Licensor by telephone as described in this Section. Licensor (through its personnel or its subcontractors' personnel) shall provide telephone assistance to Licensee with respect to the identification and resolution of Defects at the telephone number set forth below, which telephone number may be modified from time to time by Licensor by notice to Licensee.

Telephone number:	1-514-856-HELP
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2.3 Availability. Telephone support will be available 24 hours per day, 365 days per year (including on Non-Business Days).

2.4 Severity Level. Based on communications between Licensor and Licensee under Section 2.2 above, Licensor shall determine, in accordance with the following table, the severity of the Defect (the "Severity Level").

Severity Level	Description
Business Critical	a Defect that causes a significant portion of the Software to be totally unavailable for use by Licensee and which has no acceptable work-around
Business Important	a Defect that prevents effective use of core business functions of the Software by Licensee
Non-Business Important	a Defect that prevents effective use of non-core business functions of the Software by Licensee

2.5 Response Times. Based on the Severity Level of the Defect and depending as to when the Defect is reported by Licensee, Licensor will use reasonable efforts to commence correction efforts within the target response times set forth below. It is understood and agreed that no commitment, undertaking, covenant, guarantee, warranty or representation of any kind is made, on the part of Licensor, as to the time required to commence correction efforts nor as to the time required to correct the Defect.

<b>TARGET RESPONSE TIMES</b>			
<b>THE DEFECT IS REPORTED DURING:</b>	<b>SEVERITY LEVELS:</b>		
	<b>Business Critical</b>	<b>Business Important</b>	<b>Non-Business Important</b>
<b>Regular Hours</b>	15 minutes	30 minutes	60 minutes
<b>Extended Hours</b>	30 minutes	45 minutes	90 minutes
<b>Non-Business Days</b>	45 minutes	60 minutes	120 minutes

2.6 Problem is not a Defect. If Licensee reports a Defect and requests technical support services to correct such Defect, and Licensor determines that the problem is not due to a Defect, then Licensee shall pay Licensor for all work performed at Licensor's then current time and materials rates within thirty (30) days from the date of the invoice sent by Licensor for such work. It is agreed that if Licensor determines that the problem is not due to a Defect, Licensor shall have no obligation to take any action to correct the problem but if any action is taken by Licensor (and regardless of whether or not Licensor is able to effectively correct the problem), Licensor shall be paid for all work performed, at the rates and within the delay set forth above in this Section 2.6.

2.7 No On-Site Service. Licensee acknowledges and agrees that the technical support services will not be performed "on-site" at Licensee's facilities. Licensee shall allow and enable Licensor to perform the technical support services via modem, over the internet or such other means as reasonably specified by Licensor. Licensee agrees to provide (at its expense): (a) a copy of software specified by Licensor that permits remote access and control of applicable hardware or software, if any, (b) an operational telephone line or network connection, and (c) such assistance as reasonably requested by Licensor to facilitate the rendering of the technical support services.

2.8 Software only. Licensee acknowledges and agrees that the technical support services do not cover any product other than the Software.

2.9 Information and cooperation. Licensee shall provide information concerning Licensee's operations, answer questions, make decisions and give approvals, all as necessary for Licensor to perform the services provided hereunder. Licensee will be responsible for, and assumes the risk of, any problems resulting from the content, accuracy, completeness, and consistency of information supplied by Licensee. In addition, Licensee shall generally cooperate with Licensor to the maximum extent possible to facilitate timely furnishing of the services provided hereunder.

### **3. Hosting and Population of Licensee Data.**

3.1 Hosting of Licensee Data. As part of the License granted to Licensee pursuant to Section 2.1 of the Agreement, Licensor hereby also agrees to host Licensee Data on its servers in consideration for the Monthly Licensee Fees payable pursuant to Section 8.1 of the Agreement.

3.2 Population of Licensee Data. Licensee may store and upload its Licensee Data into the Software provided that such uploading and storage is made in compliance with all applicable requirements set forth in the Agreement and the SLA (including, without limitation, the requirements set forth in Section 6.1 below) and all other requirements that may be directed, from time to time, by Licensor to Licensee.

**4. Maintenance Work.** Licensee acknowledges and agrees that access to the Software may be temporarily restricted, limited, or denied for technical reasons as may be necessary to maintain, modify, or otherwise repair the Software, the network, the hardware or any other facilities of Licensor and/or its third party service providers relating to the services provided under the Agreement (including the SLA) at any time (the "Maintenance Work"). If Licensor determines that Maintenance Work is required, said Maintenance Work will be conducted during Licensor's standard maintenance window (from Monday 10:00 PM to Monday 12:00 AM (Eastern Standard Time)) or, alternatively, a 24-hour prior notice will be provided to Licensee. While Licensor will work diligently to correct any unexpected downtime in its reasonable control, Licensee acknowledges and agrees that unscheduled Maintenance Work may also be required from time to time. In such case, Licensee will be informed as soon as reasonably possible after Licensor becomes aware of the need for such unscheduled Maintenance Work.

### **5. Licensee Systems Requirements and Operating Methods.**

5.1 Licensee Systems Requirements. As indicated in Section 3.5 of the Agreement, Licensee shall procure all Licensee Systems required to operate the Program including the following systems:

- (a) Computer with a 233MHz processor (or higher);
- (b) Windows XP Service Pack 2 (or higher); and
- (c) Internet explorer 7 (or higher).

5.2 Licensee's Operating Methods. Licensee shall have the sole responsibility for ensuring proper operating methods of the Licensee Systems, as well as providing Authorized Users with the skill and knowledge necessary to operate, use and maintain such Licensee Systems and to operate and use the Software.

### **6. Security Measures.**

6.1 User ID and Password. Promptly following execution of the Agreement with respect to the Authorized Users listed in Schedule "A" to the Agreement and, with respect to future Authorized Users, promptly following Licensor's approval of an Authorized User, Licensor shall issue an user identification number with respect to such Authorized Users. Upon receipt of an user identification

number, Licensee shall cause the Authorized Users to create a Strong Password. Licensee acknowledges and agrees that only Strong Passwords shall allow access to the Software and that such Strong Passwords shall be updated by Licensee at a frequency and in accordance with such update process to be indicated from time to time by Licensor or as may otherwise be indicated in the Documentation.

**6.2 Cooperation.** The parties shall use reasonable efforts to cooperate in order to implement reasonable security measures to prevent (i) unlawful hacker access to the Software and/or to the Licensee Data contained therein and (ii) access to Licensee Data without using a valid user identification number and Strong Password.

**6.3 Backups.** Licensor will perform daily (incremental) backups and weekly (complete) backups with respect to Licensee Data stored and uploaded into the Software. Licensor will ensure that all incremental and complete backups are stored at a location other than the location of the Licensor's servers and are kept for a period of at least four (4) weeks.

**6.4 Licensee Security Measures.** Subject to Licensor's obligation to perform backups pursuant to Section 6.3 above, Licensee shall have the sole responsibility, at its cost, for establishing and maintaining security safeguards (including adequate disaster recovery procedures) to protect Licensee Systems.

**7. Documentation.** Licensor will initially provide to Licensee Documentation to properly use the Software. Licensor may provide further Documentation and revisions to current Documentation as may be developed from time to time in respect of Modifications or otherwise.

**8. General.**

**8.1 Licensee's Single Point of Contact.** All communications relating to the services provided hereunder shall be supervised, coordinated and undertaken by no more than three (3) contact persons designated by Licensee who shall act as a single point of contact for all communications made to Licensor under this SLA. All problems shall be submitted by Licensee's personnel to any of said contact persons and researched by him/her before contacting Licensor. Each such designated contact person shall have sufficient expertise and knowledge of the Software to assist Licensor in its provision of the technical support services and in identifying and correcting the Defects. The designated contact person shall be:

Neal Liesemer	Director, Maintenance nliesemer@canadiannorth.com
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Licensee may, at any time, by notice in writing to Licensor replace any of the above persons by another designated contact person meeting the requirement set out above as to his/her expertise and knowledge of the Software.

**8.2 Service Review.** Licensor and Licensee will meet, on a yearly basis throughout the Term of the Agreement, to assess and review the services provided herein.

8.3 Application of the terms of the Agreement. This SLA forms part of the Agreement and as such, all terms set forth in the Agreement shall apply to this SLA and the services provided hereunder, including, without limitation, Article 9 (Liability and Indemnity), Article 11 (Force Majeure), Article 12 (Default), Article 13 (Survival), Article 14 (Mutual Representations, Warranties and Covenants), Article 17 (Term and Termination) and Article 20 (Intellectual Property Rights) of the Agreement. Without limiting the generality of the foregoing, it is understood that, as provided in the Agreement, (i) termination of the Agreement pursuant to Article 12 (Default) of the Agreement and fulfillment of the obligations of Licensor set forth in Section 17.5 of the Agreement, constitutes Licensee's sole right, remedy and recourse and Licensor's sole obligation and liability for any default, neglect or failure on the part of Licensor to perform, observe or keep any of the covenants, agreements, terms or conditions in this SLA and (ii) Licensee waives, releases and renounces, all warranties and obligations of Licensor and all rights, claims and remedies of Licensee against Licensor (apart from the warranties, obligations, rights, claims and remedies expressly provided for in the Agreement and/or the SLA), whether express or implied, arising by law or otherwise, with respect to any non-conformance or defect in the Program or any services provided hereunder or any other things delivered hereunder.

8.4 Inconsistencies. In the event of an inconsistency between the provisions of the Agreement and this SLA, the provisions of this SLA shall prevail over the inconsistent provisions of the Agreement, but only to the extent of such inconsistency.

**SCHEDULE "C"**  
**FORM OF ESCROW AGREEMENT**

**This Schedule "C" will include the final Escrow Agreement pertaining to the Smart Software which, once executed, will form an integral part of this Agreement.**





## Iron Mountain Intellectual Property Management



**S4071407**



# IRON MOUNTAIN®

Iron Mountain offers records management for both physical and digital media, disaster recovery support, consulting services, and is the leader in intellectual property protection, specializing in technology escrow and domain name records management. Comac, a subsidiary of Iron Mountain, provides marketing collateral fulfillment services. Iron Mountain is committed to delivering responsive and reliable service to meet our customers' needs. Our proven systems and processes ensure that we provide quality and consistent service to our customers. Be sure to visit our website, [www.ironmountain.com](http://www.ironmountain.com) for more information.

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EFFECTIVE DATE: February 24, 2011

DEPOSIT ACCOUNT NUMBER: 38977

### THREE-PARTY ESCROW SERVICE AGREEMENT

#### **1. Introduction.**

This Three Party Escrow Service Agreement (the "Agreement") is entered into by and between Aveos Fleet Performance Inc. (the "Depositor"), and by Canadian North Inc. (the "Beneficiary") and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at [www.ironmountainconnect.com](http://www.ironmountainconnect.com), or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("License Agreement") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to the Bankruptcy and Insolvency Act (R.S.C., 1985, c.B-3) of Canada.

#### **2. Depositor Responsibilities and Representations.**

(a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within ninety (90) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.

(b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.

(c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

(d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

#### **3. Beneficiary Responsibilities and Representations.**

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

**4. Iron Mountain Responsibilities and Representations.**

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- (e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

**5. Payment.**

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

**6. Term and Termination.**

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") (collectively the "Term"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit

Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

**7. Infringement Indemnification.**

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

**8. Warranties.**

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

**9. Confidential Information.**

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order, provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

**10. Limitation of Liability.**

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS

MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

**11. Consequential Damages Waiver.**

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

**12. General.**


- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the province of Quebec, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

- (l) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) **Attorneys' Fees.** Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement; and shall survive and not be merged into any such judgment.
- (n) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) **Disputes.** Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration in accordance with the Code of Civil Procedure of Quebec with the following conditions: (a) the proceeding will be held before a single arbitrator, familiar with Commercial law and software escrow services, selected jointly by the Parties or, where such agreement cannot be reached, by appointment made by a Quebec Superior Court judge; (b) except as modified by this Section, the Code of Civil Procedure of Quebec will govern the arbitration; (c) the proceeding will be conducted in English; (d) the proceeding will be held in Montreal, Canada; (e) each party will assume their fees and costs related to the arbitration; (f) the fees and costs of the arbitrator will be based on an allocation of fault; (g) the proceeding will be closed except to the Parties, their attorneys, representatives, witnesses and experts, all of whom must agree or have a duty to maintain the confidentiality of the dispute; (h) the existence, proceeding and resolution of the dispute will be kept confidential by the Parties and will only be disclosed to Parties and individuals with a need to know of its existence and who will agree to maintain confidentiality; (i) the arbitration will be binding upon the Parties unless mutually agreed otherwise in writing; and (j) it is the intention of the Parties that the decision of the arbitrator will be enforceable in any national court of competent jurisdiction pursuant to the United Nations Convention for the Recognition and Enforcement of Foreign Arbitral Awards of 1958 commonly known as the "New York Convention". Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address.
- Notwithstanding, any provision contained herein to the contrary, the Parties agree that the Dispute Resolution Process set forth in this Section shall not apply in circumstances where: (i) the claimant is seeking a temporary restraining order or other interim injunction relief; (ii) a third party has brought a claim, except with the consent of such third party. For claims that may fall outside the arbitrator's jurisdiction, the Parties shall attorn to the jurisdiction of the Courts of the Province of Quebec, judicial district of Montreal.
- (p) **Regulations.** Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import, export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) **No Third Party Rights.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) **Entire Agreement.** The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

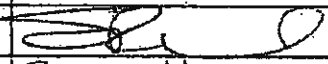
(1) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

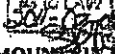
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

**DEPOSITOR**

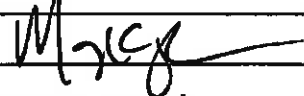
COMPANY NAME:	Aveos Fleet Performance Inc.
SIGNATURE:	
PRINT NAME:	Robert Comeau
TITLE:	Vice President & Chief Financial Officer
DATE:	February 9/2011
EMAIL ADDRESS:	Robert.comeau@aveos.com

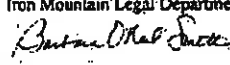
**BENEFICIARY**

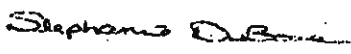
COMPANY NAME:	Canadian North Inc.
SIGNATURE:	
PRINT NAME:	Stan Hankin
TITLE:	Vice President Operations
DATE:	Feb 17 <sup>th</sup> 2011
EMAIL ADDRESS:	shankin@canadiannorth.com

APPROVED  
BY THE LAWYER  


**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	Mary K. English
TITLE:	Vice President, Operations
DATE:	2/24/11
EMAIL ADDRESS:	ipmlienservices@ironmountain.com

Approved as to Form and Legal Content:  
Iron Mountain Legal Department  
  
Barbara O'Neil Smith, Senior Contracts Specialist  
Date: January 31, 2011

Approved as to Operational Content:  
Iron Mountain Operations  
  
Name: Stephanie DuBose  
Date: January 31, 2011

NOTE: AUTHORIZED PERSON(S)/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW.

**DEPOSITOR – AUTHORIZED PERSON(S)/NOTICES TABLE**

Provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent to the person(s) at the address(es) set forth below. This is required information.

PRINT NAME:	Robert Litchfield
TITLE:	Manager, IT Services
EMAIL ADDRESS	Robert.litchfield@aveos.com
ADDRESS 1	2311 Blvd. Alfred Nobel
ADDRESS 2	
CITY/STATE/PROVINCE	St-Laurent, Quebec, Canada
POSTAL/ZIP CODE	H4S 2B6
PHONE NUMBER	514-856-4153
FAX NUMBER	

**BENEFICIARY – AUTHORIZED PERSON(S)/NOTICES TABLE**

Provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent to the person(s) at the address(es) set forth below. This is required information.

PRINT NAME:	Neal Liesemer
TITLE:	Director, Maintenance
EMAIL ADDRESS	nliesemer@canadiannorth.com
ADDRESS 1	200, 580 Palmer Road NE
ADDRESS 2	
CITY/STATE/PROVINCE	Calgary, AB
POSTAL/ZIP CODE	T2E 7R3
PHONE NUMBER	(403) 444-3376
FAX NUMBER	

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

All notices should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR

Iron Mountain Intellectual Property Management, Inc., Attn: Client Services  
 2100 Norcross Parkway, Suite 150  
 Norcross, Georgia, 30071, USA.  
 Telephone: 800-875-5669  
 Facsimile: 770-239-9201



**BILLING CONTACT INFORMATION TABLE**

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

**DEPOSITOR**

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

**BENEFICIARY**

PRINT NAME:	Neal Liesemer
TITLE:	Director, Maintenance
EMAIL ADDRESS	nliesemer@canadiannorth.com
STREET ADDRESS	200, 580 Palmer Road NE
PROVINCE/CITY/STATE	Calgary, AB
POSTAL/ZIP CODE	T2E 7R3
PHONE NUMBER	(403) 444-3376
FAX NUMBER	
PURCHASE ORDER #	

**MUST BE COMPLETED**

**EXHIBIT A - Escrow Service Work Request - Deposit Account Number:**

**38977**

SERVICE Check box(es) to order service.	SERVICE DESCRIPTION - THREE PARTY ESCROW AGREEMENT All services are listed below. Services in shaded table are required for every new escrow account setup. Some services may not be available under the Agreement.	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY: Check box to identify the Paying Party for each service below.
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$1,500		<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Deposit Account Fee including Escrow Management Center Access	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be securely stored in controlled media vaults. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,000	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		\$700	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List (Verification Report)	Iron Mountain will fulfill a Work Request to perform a File Listing Report, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan output, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment; compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

**EXHIBIT B  
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: AVEOS FLEET PERFORMANCE INC. DEPOSIT ACCOUNT NUMBER: 38977

DEPOSIT NAME CDN North SMART AND DEPOSIT VERSION 1.0  
(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input checked="" type="checkbox"/> CD-ROM / DVD	1	<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted?  Yes or  No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
PRINT NAME:	PRINT NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

**Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:**

Iron Mountain Intellectual Property Management, Inc.

Telephone: 800-875-5669

Attn: Vault Administration  
2100 Norcross Parkway, Suite 150  
Norcross, GA 30071

Facsimile: 770-239-9201

## EXHIBIT C

### RELEASE OF DEPOSIT MATERIAL Deposit Account Number: 38977

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. **Release Conditions.** The Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on the conditions set forth in subsection (i) together with conditions set forth in subsection (ii) and (iii) (defined as "Release Conditions"):
  - (i) should Depositor:
    - (a) enter into a liquidation process pursuant to the Bankruptcy and Insolvency Act (R.S.C, 1985, c.B-3) of Canada; and
    - (b) ceases to operate its business for more than five (5) continuous Business Days;and
  - (ii) Beneficiary having paid in full when due:
    - (a) all Depositor's reasonable costs (including legal and IT fees) incurred with respect to the Agreement and the deposit of the Deposit Materials including, without limitation, all costs related to the implementation of the escrow and update of the Deposit Material and
    - (b) the Iron Mountain Services Fees under the Agreement;and
  - (iii) Beneficiary having paid in full to all amounts owed to Depositor or its secured lenders under the License and Support Services Agreement;
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person(s).
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. **Termination of Agreement Upon Release.** This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
6. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

**EXHIBIT Q**  
**ESCROW DEPOSIT QUESTIONNAIRE**

**Introduction**

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

**Purpose of Questionnaire**

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

**Instructions**

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion.

**Escrow Deposit Questionnaire**

**General Description**

1. What is the general function of the software to be placed into escrow?  
SMART (Systematic Maintenance and Record Technology) is a standalone application that was built in house by Depositor for Line and Heavy Fleet Maintenance Planning. The purpose of the application is mainly to manage the technical aspects of fleet maintenance.
2. On what media will the source code be delivered?  
DVD-ROM
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?  
Not Applicable
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS or commercial (e.g. Backup Exec, NetBackup, etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.  
Not Applicable
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear-text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.  
Not Applicable
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userids, passwords or encryption keys be provided to support extraction of the software?  
Not Applicable
7. What is the total uncompressed size of the deposit in megabytes?  
To be determined once software enhancements are complete.

**Requirements for the Execution of the Software Protected by the Deposit**

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.): please include any additional peripheral devices that may be necessary to support correct function of the software/system.  
Coding: Visual Studio 2003  
Server Hardware: Intel Xeon 3.16 GHz with 8 GB of ram or higher
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?  
1 server for testing  
1 server for production  
Server OS: Windows 2003 server R2 Enterprise Edition, SP2
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing.  
Infragistics NetAdvantage Version 5.1  
ASP PDF version 1.8.0.0  
Obout version 2.1.0.0
4. If a database of any kind is required to support functional testing of the software, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing.  
Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.

MS-SQL Server 2005

Size: Approx. 20 GB

5. Approximately how much time is required to setup and configure a system suitable to support functional testing?  
One day or less
6. Approximately how much time would be required to perform a set of limited tests once a test system is configured?  
One day or less
7. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?  
Test cases are not included
8. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?  
No additional connections are required

#### Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. - C++, Java, etc.)  
Visual Studio (VB.Net, ASP.Net)
2. How many build processes are there?  
One
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?  
Only one environment is required to complete the build
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)  
Standard Intel Workstation:  
- Intel Core 2 Duo  
- 2GB Ram  
- 100 GB Hard disk
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?  
Windows Vista SP1
6. How many separate deliverable components (executables, share libraries, etc.) are built?  
One component is compiled
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?  
Visual Studio 2003
8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version.  
Infragistics NetAdvantage Version 5.1  
ASP PDF version 1.8.0.0  
Obout version 2.1.0.0
9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation?  
MS-SQL Server 2005  
Size: Approx. 20 GB
10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?  
One day or less  
No automation tools are used in the compiling of the solution
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?  
Yes
12. Do you have an internal QA process? If so, please give a brief description of the testing process.  
Unit Test: Test performed by developers to ensure that the written code works as planned. Developers are ultimately responsible for the overall quality  
Application Test: Tests performed by QA. The objective of these evaluations is to ensure that the quality of the product is high  
User Acceptance Test: Test performed by the end users to ensure the product works as expected. The focus is on the usability of the application or report
13. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.  
*Please provide your technical verification contact information below:*

<b>COMPANY:</b>	<b>AVEOS FLEET PERFORMANCE INC.</b>
<b>SIGNATURE:</b>	
<b>PRINT NAME:</b>	<b>Robert Litchfield</b>
<b>ADDRESS 1:</b>	<b>2311 Blvd. Alfred Nobel</b>
<b>ADDRESS 2:</b>	
<b>CITY, STATE, ZIP</b>	<b>St-Laurent, Quebec, Canada, H4S 2B6</b>
<b>TELEPHONE:</b>	<b>514-856-4153</b>
<b>EMAIL ADDRESS:</b>	<b>Robert.litchfield@aveos.com</b>

For additional information about Iron Mountain Technical Verification Services, please contact Iron Mountain at 800-875-5669.