

CORPORATION OF THE TOWNSHIP OF LIMERICK

BY-LAW NO. 2010-15

BEING A BY-LAW AUTHORIZING EXECUTION OF AN AGREEMENT AS
HEREINAFTER DESCRIBED.

WHEREAS the Council of the Corporation of the Township of Limerick proposes to enter into an Agreement with MWC Web Learning Systems Inc. (MyWebCollege.com), effective September 8th, 2010 for the purposes of establishing a Workplace Violence and Harassment training program.

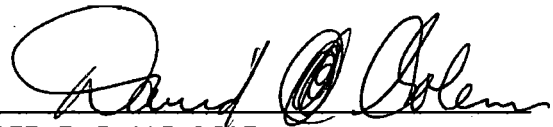
NOW THEREFORE the Council of the Corporation of the Township of Limerick enacts as follows:

1. THAT the Reeve and the Clerk are hereby authorized to execute the Licence Agreement as set out in Schedule "A" attached hereto and forming part of this by-law.
2. THAT this by-law shall come into force and have effect immediately upon the passing thereof.

READ A FIRST TIME THIS 7TH DAY OF SEPTEMBER, 2010.

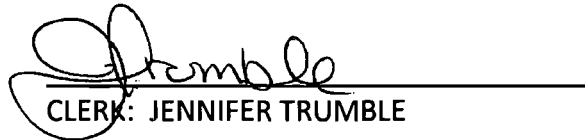
READ A SECOND TIME THIS 7TH DAY OF SEPTEMBER, 2010.

READ A THIRD TIME AND FINALLY PASSED THIS 7TH DAY OF SEPTEMBER, 2010.



REEVE: DAVID GOLEM

SEAL



CLERK: JENNIFER TRUMBLE

"Schedule A"
To By-law 2010-15
Licence Agreement
For
MyWebCollege.com Bill 168 Software
To
Township of Limerick

This Licence Agreement, effective as of September 8th 2010 is between MWC Web Learning Systems Inc. (MyWebCollege.com) (MWC), 383 Richmond Street, Suite 501, London, Ontario, Canada and the Township of Limerick ("Licensee"), located at R.R.#2, Gilmour, Ontario.

MWC hereby grants to Licensee a one-year Licence to use MWC's Bill 168 E-Learning Program, which must be used only under the following terms and conditions:

1. Ownership of Bill 168 E-Learning Program

- (a) MWC owns and retains all ownership, right, title and interest, including all copyrights and other intellectual property rights, in and to the Bill 168 E-Learning Program and any other written materials provided to Licensee herein ("Materials").
- (b) Licensee does not acquire any ownership or other rights in the Bill 168 E-Learning Program and Materials, except the right to use the Bill 168 E-Learning Program and Materials as set out herein. No sublicense rights are granted herein and Licensee will not sublicense or otherwise transfer the Bill 168 E-Learning Program or any portion thereof to any third party.
- (c) MWC reserves all rights with respect to the Bill 168 E-Learning Program and Materials not expressly granted by this Licence Agreement. The Bill 168 E-Learning Program and Materials are protected by copyright law and international copyright treaties, as well as other intellectual property laws and treaties.

2. Grant of Licence

- (a) MWC hereby grants to the Licensee an exclusive, time-limited Licence to use the Bill 168 E-Learning Program.

3. Term of Licence/Termination

All licences granted by MWC herein will be time-limited to one (1) year from the date of grant. At the expiration of the one (1) year initial term, at the Licensee's request, MWC may, in its sole and absolute discretion grant extensions of a further one (1) year term, subject to such terms and conditions, including price adjustments, as MWC may in its sole and exclusive discretion establish for each such extension term.

4. Fees

- (a) Annual fees for the setup and use of the MWC Bill 168 E-Learning Program, Licensee branding and administrator support – \$440.36 – including HST for the one (1) year initial term. Rates for any Licence extension will be specified by MWC.

5. Licensee Prohibitions

Licensee shall not:

- (a) Use, reproduce, transmit, modify, adapt or translate the Bill 168 E-Learning Program or Materials, in whole or in part, to or for any third parties, except as otherwise permitted by this Licence Agreement;
- (b) Reverse engineer, decompile, disassemble, or create derivative works based on the Bill 168 E-Learning Program;
- (c) Rent, lease, license, sublicense, transfer, assign, sell, disclose or otherwise provide access to the Bill 168 E-Learning Program or Materials, in whole or in part, on a temporary or permanent basis, to any third party except as otherwise permitted by this Licence Agreement;
- (d) Alter, remove or cover proprietary notices in or on the Bill 168 E-Learning Program or Materials; and/or
- (e) Use the Bill 168 E-Learning Program in any unlawful manner or any manner that would bring MWC into disrepute.

6. Limitations of Liability

Licensee agrees that MWC will not be responsible to the Licensee or any third party for any indirect, special, consequential and/or punitive damages caused by or related to the use of the Bill 168 E-Learning Program and/or Materials by the Licensee or any third parties, the use of the MWC Bill 168 E-Learning Program and any learning courses or other content thereon, or otherwise related to this Licence Agreement in any way. The aggregate liability of MWC to the Licensee and/or any third party regarding or related to this Licence Agreement shall not exceed the amount paid by such Licensee or third party to MWC for the initial or extension term that relates to the Licensee's or such third party's claim against MWC herein.

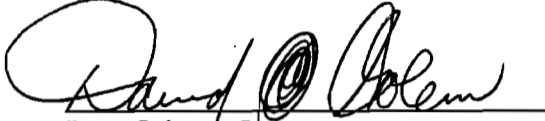
7. Legal Jurisdiction

This Agreement will be exclusively construed, interpreted and enforced pursuant to the laws and courts of the Province of Ontario, and the parties hereby agree to the exclusive jurisdiction of the courts of the Province of Ontario.

Agreed to and acknowledged by the parties by their signatures below:

Township of Limerick

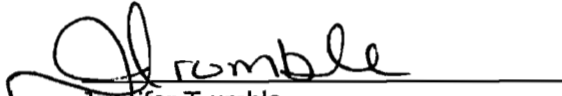
MWC Web Learning Systems Inc.



Dave Golem – Reeve



Tarik Shousher- COO



Jennifer Trumble
Clerk-Treasurer, C.A.O.

"Schedule A"
To By-law 2010-15
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For
MyWebCollege.com Bill 168 Software
To
Township of Limerick

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MWC hereby grants to Licensee a one-year Licence to use MWC's Bill 168 software ("Software"), which must be used only under the following terms and conditions:

1. Ownership of Software

(a) MWC owns and retains all ownership, right, title and interest, including all copyrights and other intellectual property rights, in and to the Software, the MWC System and any other written or electronic materials provided to Licensee herein ("Materials").

(b) Licensee does not acquire any ownership or other rights in the Software and Materials, except the right to use the Software and Materials as set out herein. No sublicense rights are granted herein and Licensee will not sublicense or otherwise transfer the Software or any portion thereof to any third party.

(c) MWC reserves all rights with respect to the Software and Materials not expressly granted by this Licence Agreement. The Software and Materials are protected by copyright law and international copyright treaties, as well as other intellectual property laws and treaties.

2. Grant of Licence

(a) MWC hereby grants to the Licensee an exclusive, time-limited Licence to use the Software.

3. Term of Licence/Termination

All licences granted by MWC herein will be time-limited to one (1) year from the date of grant. At the expiration of the one (1) year initial term, at the Licensee's request, MWC may, in its sole and absolute discretion (but is not required to) grant extensions of a further one (1) year term, subject to such terms and conditions, including price adjustments, as MWC may in its sole and exclusive discretion establish for each such extension term.

4. Fees

(a) Annual fees for the setup and use of the MWC Bill 168 Software, Licensee branding and administrator support – \$440.36 – including HST for the one (1) year initial term. Rates for any Licence extension will be specified by MWC.

5. Licensee Prohibitions

Licensee shall not:

(a) Use, reproduce, transmit, modify, adapt or translate the Software or Materials, in whole or in part, to or for any third parties, except as otherwise permitted by this Licence Agreement;

(b) Reverse engineer, decompile, disassemble, or create derivative works based on the Software;

(c) Rent, lease, license, sublicense, transfer, assign, sell, disclose or otherwise provide access to the Software or Materials, in whole or in part, on a temporary or permanent basis, to any third party except as otherwise permitted by this Licence Agreement;

(d) Alter, remove or cover proprietary notices in or on the Software or Materials; and/or

(e) Use the software in any unlawful manner or any manner that would bring MWC into disrepute.

6. Limitations of Liability

Licensee agrees that MWC will not be responsible to the Licensee or any third party for any indirect, special, consequential and/or punitive damages caused by or related to the use of the Software and/or Materials by the Licensee or any third parties, the use of the MWC Software and any learning courses or other content thereon, or otherwise related to this Licence Agreement in any way. The aggregate liability of MWC to the Licensee and/or any third party regarding or related to this Licence Agreement shall not exceed the amount paid by such Licensee or third party to MWC for the initial or extension term that relates to the Licensee's or such third party's claim against MWC herein.

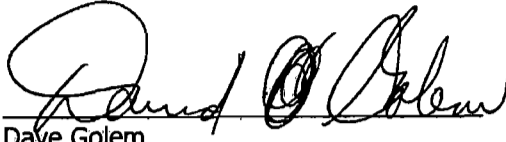
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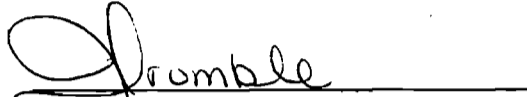
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