

SKYLINE BUILDING SYSTEMS INC. – WEB SITE LEGAL TERMS AND DISCLAIMER

IMPORTANT! YOUR ACCESS TO THIS WEB SITE IS SUBJECT TO LEGALLY THESE BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING. BY ENTERING THE SITE BELOW YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 4; AND THE WARRANTY & LIMITATION OF LIABILITY IN SECTION 6. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT ACCESSES THIS WEB SITE OR A COURSE AVAILABLE ON THIS WEB SITE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE EXIT THE SITE IMMEDIATELY.

This Web Site Legal Terms and Disclaimer (the “Agreement”) is an agreement between you (“You”) and SKYLINE Building Systems Inc. (“SKYLINE”). “We” and “Us” means both You and SKYLINE. The effective date of this Agreement is when You accept or are deemed to accept this Agreement in accordance with the procedure set out in this Agreement.

You hereby consent to the exchange of information and documents between Us electronically over the Internet or by e-mail, if to You to the address You have supplied us or if to SKYLINE, 4500 – 8A Street N.E., Calgary, Alberta, T2E 4J7 and that this electronic Agreement shall be the equivalent of a written paper agreement between Us.

1. **Website Use and Programs.** This web-site, whose primary domain name is “www.dectec.com”, and all other related web pages with the second level domain name “dectec” permit You to review SKYLINE’s products and services. You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos and trade names contained on this web site, and in any related Materials (collectively the “Content”) including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, being either SKYLINE or its licensors, as the case may be.

2. **Permitted Use.** SKYLINE hereby grants to You a personal, non-transferable and non-exclusive license to access, read and download one copy of the Content. In consideration of granting You the above rights, You agree to: (a) provide true, accurate, current and complete personal data; and (b) maintain and promptly update the personal data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or if SKYLINE has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then SKYLINE has the right to suspend or terminate this Agreement.

3. **Restrictions On Use.** You agree that You will not:

- (a) distribute the Content for any purpose including, without limitation, compiling an internal database; or
- (b) create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of SKYLINE or its licensors or allow any third-party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

4. **License To Use Your Information.** With the exception of Personal Information, You hereby grant to SKYLINE the perpetual, unlimited, royalty-free, world wide, non-exclusive, irrevocable, non-terminable, transferable license to have, run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use or incorporate any information, feedback or other content that You provide on or through this web site, or which is sent to SKYLINE by e-mail or other correspondence, including without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. SKYLINE shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by SKYLINE in writing or if required by law. You represent and warrant that You have the right to grant the license set out above.

5. **Personal Information.** Personal Information shall have the same definition as found in SKYLINE's privacy policy. In order to provide You with an enjoyable and efficient on-line experience, SKYLINE may monitor Your usage of this web site, and SKYLINE shall use such information only to add, update and remove certain content on the Site. SKYLINE may request from You and collect, store, use and disclose only to authorized personnel Personal Information about You in a manner that accords with SKYLINE's Privacy Policy and with this Agreement.

In relation to Your use of the web site, SKYLINE shall collect Your Personal Information solely for the purpose of creating a user account for You, for providing You with or contacting You in relation to certain products or services of which SKYLINE would like to make You aware. Such use is in addition to any other specific uses of Personal Information by SKYLINE described in this Agreement.

YOU MAY ACCESS, CORRECT AND REVIEW YOUR OWN PERSONAL INFORMATION STORED BY SKYLINE BY CONTACTING SKYLINE'S PRIVACY OFFICER.

6. Limitations on Liability and Disclaimers.

THE USE OF THIS WEB SITE, THE INFORMATION, THE MATERIALS AND YOUR ACCESS TO THE CONTENT IS PROVIDED TO YOU "AS IS" AND IS TO BE USED BY YOU AT YOUR OWN RISK. SKYLINE ASSUMES NO LIABILITY AND NO RESPONSIBILITY PERTAINING TO THE CONTENT, INSTALLATION OF MATERIALS, YOUR USE OF THE WEB SITE INFORMATION THEREIN OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL INFORMATION.

THE CONTENT IS PROVIDED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR ANY SPECIFIC PRODUCT OR SERVICE, USE OR COURSE OF ACTION. THE CONTENT ON THIS WEB SITE IS NOT INTENDED TO BE USED AS A SUBSTITUTE OF ANY KIND FOR PROFESSIONAL ADVICE. IT IS YOUR DUTY TO OBTAIN PROFESSIONAL ADVICE FROM A QUALIFIED PROFESSIONAL TO MEET YOUR SPECIFIC NEEDS AND YOU SHOULD ONLY ACT OR RELY ON THE RECOMMENDATIONS OF SUCH A PROFESSIONAL.

SKYLINE DOES NOT OFFER ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, SUBJECT TO ANY OTHER PROVISIONS IN THIS SECTION.

IN NO EVENT SHALL SKYLINE OR ITS AFFILIATES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND RELATING TO THIS AGREEMENT, INCLUDING THE CONTENT. IN NO EVENT SHALL SKYLINE OR ITS AFFILIATES BE LIABLE TO YOU FOR, AND YOU HEREBY WAIVE YOUR RIGHT TO, ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOSS OF EMPLOYMENT, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO SKYLINE.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT; (B) TO SKYLINE AND ITS AFFILIATES, AS WELL AS TO SKYLINE'S DIRECTORS, OFFICERS, EMPLOYEES, AND INDEPENDENT CONTRACTORS. SOME

JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR OF IMPLIED CONDITIONS OR WARRANTIES. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS.

IN NO CASE WILL SKYLINE'S, ITS AFFILIATES', AGENTS', LICENSORS', SUPPLIERS', AND THEIR RESPECTIVE DIRECTORS', OFFICERS' AND EMPLOYEES' CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE) BE FOR MORE THAN FIVE THOUSAND CANADIAN DOLLARS (\$5,000 Cdn) CUMULATIVELY FOR ALL CLAIMS THAT ARISE OVER THE COURSE OF THE TERM OF THIS AGREEMENT.

SKYLINE ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE MATERIALS MAY BE CHANGED WITHOUT NOTICE TO YOU. SKYLINE IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. SKYLINE DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEB SITE. ACCESSING THE CONTENT FROM JURISDICTIONS, COUNTRIES OR TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED. HYPERLINKS TO THIRD PARTY SITES DO NOT CONSTITUTE AN ENDORSEMENT BY SKYLINE AND SKYLINE IS NOT RESPONSIBLE FOR THE AVAILABILITY OF THESE SITES OR THEIR CONTENTS. LINKING TO THESE SITES IS AT THE USER'S OWN RISK.

7. **Termination.** This Agreement is effective until terminated by SKYLINE with or without cause, in SKYLINE's sole and unfettered discretion. SKYLINE may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by SKYLINE shall be in addition to and without prejudice to such rights and remedies as may be available to SKYLINE, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to SKYLINE, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

8. **Indemnity.** You agree at all times to indemnify, defend and hold harmless SKYLINE, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by SKYLINE directly or indirectly in respect of:

- (a) any information or other content You provide on or through this web site, the Course or by e-mail or other correspondence; or
- (b) Your use or misuse of the Materials or Content on this web site, including without limitation infringement claims.

9. **Governing Law.** SKYLINE, this web site and the Content (excluding linked web sites or content) are physically located within the Province of Alberta, Canada. This Agreement will be governed by the laws of the Province of Alberta and the federal laws of Canada and shall be treated in all respects as an Alberta contract, without reference to the principles of conflicts of law. In the event of a dispute, We agree to submit to the non-exclusive jurisdiction of the Province of Alberta and to any courts located within the Province of Alberta. We expressly exclude the UN Convention on Contracts for the International Sale of Goods, and the *International Sale of Goods Act* (Alberta) as amended, replaced or re-enacted from time to time. You agree to waive any right You may have to:

- (a) a trial by jury; and
- (b) commence or participate in any class action against SKYLINE related to this web site, the Content and this Agreement where applicable, You also agree to opt out of any class proceedings against SKYLINE or its licensors.

We have required that this Agreement and all documents relating thereto be drawn-up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

10. **Interpretation.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to money amounts in this Agreement, unless otherwise specified, are in Canadian dollars.

11. **Entire Agreement.** This Agreement as it may be amended from time to time in accordance with the provisions of Section 12, and any and all other legal notices and policies on this web site, constitute the entire agreement between You and SKYLINE with respect to the use of this web site, the Course and the Content.

12. **Amendment and Waiver.** SKYLINE reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this web site. You are responsible for periodically reviewing the amendments on this web site and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this web site. Access to this web site or use of this web site after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on SKYLINE unless executed by SKYLINE in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13. **Severability.** Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the

remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

14. **Enurement.** This Agreement shall enure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement by your use of the Website, having the authority to accept this Agreement and having printed out a copy of this Agreement should you have desired to do so.

SKYLINE and DecTec trade-marks on the web site are the trade-mark(s) of Skyline Building Systems Inc.

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“The Agreement between You and SKYLINE by accessing the web site has been successfully completed. Please print a copy of the terms of the Agreement for Your reference.

I ACCEPT.