

GNSS FACILITY AGREEMENT

This GNSS Facility Agreement (the “**Agreement**”) is by and between Municipality of East Ferris, 25 Taillefer Rd, Corbeil, ON P0H 1K0, Canada “**Host**”), and Trimble Canada Corporation, a corporation duly organized and existing under the laws of Nova Scotia, with its principal corporate offices located at 741 Lower Water Street Suite 600 Halifax, Nova Scotia, B3J 0J2, Canada (“**Trimble**”) and is entered into as of the date of the later of the signatures below (the “**Effective Date**”). Trimble and Host are referred to in this Agreement each as a “**Party**” and together as the “**Parties**.”

Introduction

- A. Trimble owns one or more Global Navigation Satellite System (“**GNSS**”) Reference Station(s), consisting of GNSS equipment and accessories (the “**System**”).
- B. Trimble has requested the right to install and operate the System at the real property location(s) owned or operated by Host, as described in further detail on Exhibit 1 to this Agreement (the “**Site**”), and Host has agreed to permit such installation and operation, subject to the terms of this Agreement.

Agreement

- 1. **Authorization.** Host hereby authorizes Trimble to:
 - 1.1 install one or more System at the Site;
 - 1.2 use the Site for assembling, operating, replacing, maintaining, and removing the System(s);
 - 1.3 connect into and use the electricity supply and a broadband internet connection for operating the System(s) at the Site;
 - 1.4 access the Site during mutually agreed times to perform required work;
 - 1.5 install, at Trimble's expense, any additional services or components required for operation of the System;
 - 1.6 install, operate, and maintain the Systems, and upon expiration or termination of this Agreement, uninstall and remove the System from the Site; and
 - 1.7 repair any damage to the Site caused by Trimble or its agents.

- 2. **Restrictions.** The System is and shall remain the property of Trimble. Host will:
 - 2.1 not put any legal hold on the System and/or place or allowed to be placed any lien, encumbrance or charge on the System;
 - 2.2 not move, disconnect, disable, or otherwise tamper with the System and will make reasonable efforts to prevent others from doing so;
 - 2.3 not knowingly do or allow anything which causes damage to or destruction of the System or materially interferes with the exercise of Trimble's rights under this Agreement;
 - 2.4 not restrict or obstruct access to the System; and
 - 2.5 promptly inform Trimble of any known or planned changes that would obstruct the System's antenna's view of the sky.

3. **Host's Commitments.** Host confirms that:

3.1 Host holds title to the Site described on Exhibit 1 and/or is authorized to grant Trimble the rights described in this Agreement;

3.2 Host will take such actions and obtain all necessary consents to give full effect to this Agreement for the benefit of Trimble and will operate the Site in compliance with all applicable laws and regulations; and

3.3 Host will use all reasonable efforts to ensure that at all times during the Term (defined below), the Site has access to uninterrupted and sufficient supply of electricity, and that a broadband internet connection exists on the Site. Host will provide Trimble, on request, with documentation demonstrating sufficient electricity and broadband internet connections.

4. **Term.**

4.1 The term of this Agreement (the "**Term**") begins on the Effective Date, continues through December 31 of the same calendar year, and thereafter automatically renews for successive twelve (12) month periods. Either Party may terminate this Agreement:

- 4.1.1 for convenience with at least one hundred twenty (120) days' written notice to the other Party;
- 4.1.2 if the Site is an Integrity Site, as indicated on Exhibit 1, for convenience with at least one hundred eighty (180) days' written notice to the other Party;
- 4.1.3 if the other Party fails to cure any material breach of this Agreement within 30 days after receipt of written notice of such breach;
- 4.1.4 if the other Party ceases operation without a successor, seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within 60 days thereafter); and
- 4.1.5 with ninety (90) days' notice should Host transfer or sell, or intend to transfer or sell, the Property.

5. **Fees and Costs.** Host hereby accepts the following as full compensation ("**Compensation**") for all rights granted and utilities provided to Trimble under this Agreement:

5.1 One payment per calendar year of \$1200 CAD ([one thousand two hundred], paid in January of each year. The initial payment due under this Section 5.1 will be prorated from the beginning of installation of the System at the Site until the end of the calendar year and payable within 45 days of completed installation of the System at the Site. All shipping and customs costs, and any other costs related to installation of the System at the Site, shall be paid or reimbursed by Trimble within 45 days unless otherwise stated on Exhibit 2.

5.2 Additional or in-kind compensation as described on Exhibit 2, if any.

6. **Insurance.** During the Term, Trimble shall, at its own cost, obtain and maintain third-party liability insurance in appropriate amounts to cover the risks in relation to the System.

7. Miscellaneous.

7.1 This Agreement and any matters arising from it shall in all respects be governed by and construed in accordance with the laws of the State or Province in which the Site is located, without regard to its conflicts of laws principles. THE PARTIES KNOWINGLY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY.

7.2 If any one or more of the terms and conditions of this Agreement are invalid or unenforceable, such terms and conditions shall be severed from the remaining provisions of this Agreement ,and the remaining provisions of this Agreement shall remain valid and enforceable.

7.3 This Agreement, together with the Exhibits hereto, constitute the entire understanding and agreement of the Parties with respect to its subject matter; and there are no warranties, obligations, promises or agreements between the parties except those found in this Agreement; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect.

7.4 Any amendments to this Agreement must be in writing and executed and delivered by both Parties.

7.5 Trimble may assign this Agreement to any third party at any time.

7.6 The official language of this Agreement and of any related documents is English. For purposes of interpretation, or in the event of a conflict between English and versions of this Agreement or related documents in any other language, the English language version will be controlling.

7.7 This Agreement may be executed in counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument. An electronic signature or signature delivered as an imaged attachment to an e-mail message shall be deemed equivalent to an original ink signature.

In witness whereof, the duly authorized representatives of each Party have executed this Agreement as of the dates indicated below.

Trimble Canada Corporation	Host
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT 1 - SITE, SYSTEMS, AND CONTACTS

1. LOCATION OF SITE

The Site is described in more detail as follows:

- 25 Taillefer Rd, Corbeil, ON POH 1K0, Canada
- 46.26220551785803, -79.2915759097079
- Plan view (i.e., satellite view) of Site:



- Exact position of the antenna may be determined at the time of installation.

2. COMPONENTS OF SYSTEMS(S)

Each System consists of the following:

- GNSS Receiver(s)
- GNSS Antenna(s)
- Communication equipment enclosed in a cabinet
- Fixtures and cabling

3. KEY CONTACTS

	Trimble Contact	Host Contact
Name:	Trimble Advanced Positioning	Municipality of East Ferris Attn: Antoine Boucher, P.Eng
Office Phone:	+1 720-887-6100	705-752-2740
Mobile Phone:		705-471-7729
Email:	TPS_Operations@Trimble.com	antoine.boucher@eastferris.ca
Mailing Address:	10368 Westmoor Drive 1-435 Westminster, CO 80021 USA	25 Taillefer Rd, Corbeil, ON P0H 1K0, Canada

4. ADDITIONAL MAINTENANCE CONTACTS

	Daytime Maintenance Contact	Nighttime Maintenance Contact
Name:		
Office Phone:		
Mobile Phone:		
Email:		

Exhibit 2 - UTILITIES AND COMPENSATION

1. UTILITIES PROVIDED BY HOST

- 1.1. Electrical power at an approximate average of 6 Watts and a total of under 60 kWh per year;
- 1.2. Broadband internet connection with a static IP address and port forwarding to Trimble's device enabled

2. ADDITIONAL OR NON-MONETARY COMPENSATION

- 2.1. None