

The following provisions from the Prime Contract are hereby incorporated into this Order in full text. When used in these provisions, the term “Contract” shall mean this Order, the term “Contractor” shall mean the Seller, and the term “Canada” shall mean the Buyer unless otherwise directed by Buyer, in Buyer’s sole discretion.

Where work was undertaken pursuant to another Purchase Order in support of the Prime Contract, the following provisions shall apply as though incorporated into such Purchase Orders, with such obligations being applicable to this Order.

These provisions are from Canada’s Standard Acquisition Clauses and Conditions Manual, Version 08-2 dated December 12, 2008 and can be located [here](#).

Appendix E1

4002 01 (2008-05-12) Software Interpretation

Part I - Development of Functional Specifications and Detailed Design Specifications

4002 02 (2008-05-12) Application of Part I

4002 03 (2008-05-12) Functional Specifications

4002 04 (2008-05-12) Detailed Design Specifications

Part II - Implementation of Custom Software

4002 06 (2008-05-12) Coding and Pre-Installation Tests

4002 07 (2008-05-12) New Source Code

4002 08 (2008-05-12) Pre-existing Software

4002 09 (2008-05-12) Object Code and User Documentation

4002 10 (2008-05-12) Conversion of Data Files

Part III - Ownership and Risk

4002 12 (2008-05-12) Warranty

4002 13 (2008-05-12) Ownership of Media

4002 14 (2008-05-12) Risk of Loss

4002 15 (2008-05-12) Ownership of Developed Custom Software

Appendix E2 (ALL CLAUSES)

- 4003 01 (2008-05-12) Interpretation**
- 4003 02 (2008-05-12) License Grant**
- 4003 03 (2008-05-12) Ownership**
- 4003 04 (2008-05-12) User License**
- 4003 05 (2008-05-12) Device License**
- 4003 06 (2008-05-12) Entity License**
- 4003 07 (2008-05-12) Disabling Codes**
- 4003 08 (2008-05-12) Licensed Software – Transfer**
- 4003 09 (2008-05-12) Software Documentation**
- 4003 10 (2008-05-12) Media**
- 4003 11 (2008-05-12) Term of License**
- 4003 12 (2010-01-11) Acceptance**
- 4003 13 (2008-05-12) Right to License**
- 4003 14 (2008-05-12) Enhancements and Improvements**
- 4003 15 (2008-05-12) Warranty**
- 4003 16 (2008-05-12) Source Code Escrow**
- 4003 17 (2008-05-12) Right to Modify and no Reverse Engineer**
- 4003 18 (2008-05-12) Risk of Loss**
- 4003 19 (2008-05-12) Destruction on Termination or Expiration**

Appendix E3

4004 01 (2008-05-12) Interpretation

4004 02 (2008-05-12) Software Error Correction Services

4004 03 (2008-05-12) Maintenance Releases

4004 04 (2008-05-12) Media

4004 08 (2008-05-12) Excluded Services

Appendix E4 (ALL CLAUSES)

4006 01 (2008-05-12) Interpretation

4006 02 (2008-05-12) Records and disclosure of Foreground Information

4006 03 (2008-05-12) Ownership of Intellectual Property Rights in Foreground Information

4006 04 (2008-05-12) Licenses to Intellectual Property Rights in Foreground and Background Information

4006 05 (2008-05-12) Contractor's Right to Grant Licenses

4006 06 (2008-05-12) Waiver of Moral Rights

4006 07 (2008-05-12) License to Intellectual Property Rights to Canada's Information

4006 08 (2008-05-12) Transfer or License of Contractor's Rights

4006 09 (2008-05-12) Transfer of Intellectual Property Rights upon Termination of the Contract for Default

4006 10 (2008-05-12) Products created using the Foreground Information