



Pilot License and Purchase Agreement

1. Parties

Vendor: Miigwech AI Solutions ("Miigwech," "we," "us")

Customer: The organization or individual named on the accompanying invoice ("Customer," "you")

2. Purpose and Scope

This Agreement governs a pilot deployment of the miigEngine software for evaluation and testing purposes. The pilot is intended to:

- Allow the Customer to evaluate miigEngine's suitability for their operational environment.
- Provide Miigwech with feedback to refine the product.
- Establish a working relationship prior to broader deployment.

This is a limited, non-production pilot license. Full production deployment requires a separate commercial agreement.

3. Definitions

Software means the miigEngine web application, including all compiled binaries, configuration files, documentation, and bundled components delivered under this Agreement.

Pilot Period means the evaluation period commencing upon delivery of the Software and ending ninety (90) days thereafter, unless extended in writing by mutual agreement.

Invoice means the written invoice issued by Miigwech to the Customer specifying the product, price, and payment terms.

4. Pilot License Grant

Subject to the terms of this Agreement and receipt of cleared payment in full, Miigwech grants the Customer a:

- Limited-duration — valid only during the Pilot Period.
- Non-exclusive — other customers may participate in concurrent pilots.
- Non-transferable — the license is granted to the named Customer organization only.
- Internal evaluation only — not for production use, not for third-party service delivery.

This license permits the Customer to install, deploy, and operate the Software for internal evaluation and testing purposes.

5. Permitted Use

During the Pilot Period, the Customer may:

- Install and run the Software on infrastructure under their control.
- Allow a reasonable number of authorized users within their organization to access and test the Software.

- Evaluate the Software's functionality, performance, and fit for their requirements.
- Provide feedback to Miigwech regarding usability, bugs, and feature requests.
- Make backup copies for disaster recovery purposes.

6. Restrictions

The Customer may not:

- Use the Software for production workloads or mission-critical operations.
- Resell, sublicense, lease, or otherwise transfer the Software to any third party.
- Share access to the Software with parties outside the Customer organization.
- Reverse engineer, decompile, or disassemble the Software beyond what is permitted by applicable law.
- Remove or alter any proprietary notices, branding, or attribution within the Software.
- Represent the Software as their own product or rebrand it for external distribution.

Violation of any restriction in this section constitutes a material breach and may result in immediate termination of the pilot license.

7. Payment Terms

7.1 Invoicing

Miigwech will issue an invoice to the Customer prior to delivery of the Software. The invoice will specify the product, quantity, pilot fee (if any), and payment due date.

7.2 Payment Due

Payment is due within Net 30 days of the invoice date unless otherwise stated on the invoice.

7.3 Accepted Payment Methods

Miigwech accepts payment by electronic funds transfer (EFT), wire transfer, or cheque. No payment gateway or credit card processing is offered. Bank details for EFT will be provided on the invoice.

7.4 Purchase Orders

Miigwech will accept a Customer-issued Purchase Order (PO) as confirmation of intent to purchase. Delivery of the Software will occur upon cleared payment, not upon PO issuance.

7.5 Taxes

The Customer is responsible for all applicable taxes, duties, or levies imposed by their jurisdiction on the purchase of the Software. Where Miigwech is required by law to collect and remit taxes, these will be itemized on the invoice.

8. Delivery

8.1 Delivery Method

Miigwech will deliver the Software electronically to the contact email specified on the invoice. Delivery may include:

- Software binaries, container images, or installation packages.
- Installation and configuration documentation.

- Any pilot-specific setup instructions.

8.2 Delivery Timeline

Delivery will occur within five (5) business days of confirmed payment clearance.

8.3 Customer Responsibility

The Customer is responsible for deployment, configuration, and operation of the Software on their own infrastructure. Miigwech does not provide installation services unless separately agreed in writing.

9. Pilot Period and Transition

9.1 Duration

The Pilot Period is ninety (90) days from the date of delivery, unless extended in writing by mutual agreement.

9.2 End of Pilot

At the conclusion of the Pilot Period:

- The Customer may choose to enter into a full commercial license agreement with Miigwech.
- If no commercial agreement is reached, the Customer must cease use of the Software and destroy all copies in their possession.
- Miigwech has no obligation to provide continued access, updates, or support beyond the Pilot Period.

9.3 Feedback and Collaboration

The Customer agrees to provide reasonable feedback on the Software's performance, usability, and suitability during the Pilot Period. Miigwech may use such feedback to improve the product without obligation to the Customer.

10. No Technical Support Obligation

Miigwech does not provide formal technical support, managed services, installation assistance, or ongoing administration under this Pilot Agreement. Miigwech may, at its sole discretion, provide informal guidance, documentation, or assistance during the pilot to facilitate evaluation. Such assistance does not create an ongoing support obligation.

11. Sovereignty and OCAP Alignment

Miigwech designs miigEngine in accordance with the First Nations Principles of OCAP® (Ownership, Control, Access, and Possession). Upon delivery:

- The Customer holds full possession and control of the Software and all data processed by it during the Pilot Period.
- Miigwech retains no access to, copy of, or visibility into the Customer's deployment or data.
- The Software operates entirely offline with no telemetry, remote access, or internet dependency.

OCAP® is a registered trademark of the First Nations Information Governance Centre (FNIGC).

12. Warranties and Disclaimers

12.1 Limited Delivery Warranty

Miigwech warrants that the Software will be delivered free of known malware and will function substantially as described in accompanying documentation at the time of delivery.

12.2 Pilot Software "As Is" Disclaimer

THE SOFTWARE IS PROVIDED FOR EVALUATION PURPOSES ON AN "AS IS" BASIS. MIIGWECH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE'S PERFORMANCE, RELIABILITY, SUITABILITY FOR PRODUCTION USE, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Because this is a pilot, the Software may contain bugs, incomplete features, or limitations not present in a final commercial release. The Customer acknowledges and accepts these risks as part of the evaluation process.

12.3 AI Output Disclaimer

miigEngine generates outputs using AI models. Outputs may be incomplete, inaccurate, or unsuitable for specific purposes. The Customer is solely responsible for reviewing, validating, and acting on any AI-generated output. Miigwech makes no representation that outputs are legally accurate, professionally compliant, or fit for any particular use.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- Miigwech's total liability for any claim arising under or related to this Agreement shall not exceed the amount paid by the Customer for the pilot license.
- Miigwech shall not be liable for indirect, incidental, special, consequential, or punitive damages, including loss of data, loss of revenue, or loss of business opportunity, even if advised of the possibility of such damages.

Because this is a pilot for evaluation purposes, the Customer agrees to implement appropriate safeguards (backups, non-production data, isolated environments) to minimize risk.

14. Confidentiality

Both parties agree to keep confidential any non-public technical or business information disclosed during the pilot. This obligation survives termination of the Agreement for a period of three (3) years.

Confidential information does not include information that:

- Was publicly available prior to disclosure.
- Becomes publicly available through no breach of this Agreement.
- Was independently developed without use of the disclosing party's information.

15. Data and Privacy

The Customer is the data controller for all prompts, outputs, documents, and operational data processed on miigEngine during the pilot. Miigwech does not access, collect, or retain any such data. For full details on privacy and data handling, refer to the miigEngine Privacy Policy, which is incorporated by reference.

16. Term and Termination

16.1 Term

This Agreement commences upon delivery of the Software and continues for the duration of the Pilot Period.

16.2 Termination for Breach

Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure the breach within fifteen (15) days of notice.

16.3 Termination for Convenience

Miigwech may terminate this pilot at any time with thirty (30) days' written notice. In such case, Miigwech will refund any unused portion of the pilot fee on a pro-rata basis.

16.4 Effect of Termination

Upon termination for any reason, the Customer must cease use of the Software and destroy all copies in their possession. Sections 10, 12, 13, 14, 17, and 18 survive termination.

17. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Any dispute arising from or relating to this Agreement shall be resolved through binding arbitration in Ottawa, Ontario, in accordance with applicable Canadian arbitration rules, except where prohibited by law.

18. General Provisions

- **Entire Agreement** — This Agreement, together with the accompanying Invoice and Privacy Policy, constitutes the entire agreement between the parties with respect to the pilot and supersedes all prior negotiations, representations, or agreements.
- **Amendments** — Any amendment to this Agreement must be in writing and signed by both parties.
- **Severability** — If any provision is found unenforceable, the remaining provisions remain in full force.
- **No Waiver** — Failure to enforce any provision does not constitute a waiver of future enforcement.
- **Language** — This Agreement is written in English. Any translation is for convenience only; the English version governs.
- **Independent Contractors** — The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

19. Contact

Miigwech AI Solutions
Ottawa, Ontario
Norman@northmail.ca

For pilot inquiries, invoice questions, and general pilot support. Note that formal technical support is not provided under this pilot agreement.

By paying the Invoice associated with this Agreement, the Customer acknowledges that they have read, understood, and agree to be bound by the terms of this Pilot License and Purchase Agreement.