

SOFTWARE AS A SERVICE SUBSCRIPTION

(CLICK WRAP)

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE (AS DEFINED BELOW)

THIS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT, (the “Agreement”) effective as of at the date of subscribing and by pressing I Agree, downloading or using the software (“Effective Date”), is by and between 2358200 ONT Inc. dba LogEasy, organized and existing under the laws of Ontario, with its registered office at 11 Robinson Road, Mono, Ontario L9W 6Y1 (“LOGEASY”) and an individual or single entity (You, the “Customer”).

WHEREAS LogEasy has developed and provides a cloud-based subscription service currently named LOGEASY providing access to a software platform to log, track and manage security and incident reports related to residential, institutional and commercial properties, including copies of related documents, photographs and video (“Software”).

AND WHEREAS the Customer is prepared to purchase access to and make use of the Software in accordance with the terms of this Agreement.

AND WHEREAS this Agreement describes the business and legal relationship between LogEasy and Customer regarding the Customer’s utilization of the Software.

NOW THEREFORE, in consideration of the mutual covenants herein contained, LogEasy and Customer agree as follows:

1. *Definitions*

- a. “Customer Data” shall mean all data, information or material that Customer enters into the Software or has entered on its behalf but shall exclude data and information relating to the operation and/or performance of the Software.
- b. “LogEasy Data” shall mean all data, information and material related to the operation and/or performance of the Software, including statistical information such as usage and traffic patterns.
- c. “Personal Information” shall mean personally identifiable information about a specific individual, including but not limited to, name, address, telephone number, email address, financial account number and non-publicly available government identification number.

2. *Software-as-a-Service.*

- a. subject to the terms and conditions of this Agreement, LogEasy agrees to provide Customer access to the Software on a software-as-a-service basis in exchange for the Subscription Fees as stated in Section 4; and
- b. additional upgrades such as the excess storage capacity and a ProPlan, as may be offered by LogEasy for additional monthly Subscription Fees.

3. *License Grant.*

- a. LogEasy hereby grants to Customer (and to each employee of Customer who accesses the Software by means of Customer’s account and an authorized password), subject to all of the

terms and conditions of this Agreement, a non-exclusive, non-transferable, revocable license for access to the Software via the Internet and to use the Software solely for business purposes in accordance with the terms set out in this Agreement.

- b. LOGEASY will, upon request, provide Customer with a private label branded interface through which Customer may create accounts for its users and assign permission levels and role-based access to Customer Data and select features of the Software. Customer shall not remove, cover, or otherwise alter any name or other identifying marks appearing on the Software which identify LOGEASY as the operator of the Software. Customer shall ensure that the terms of any agreement with its users shall be consistent with the terms and conditions of this Agreement and shall not derogate in any way from the obligations of the Customer to LOGEASY as expressed in this Agreement.

4. *License Restrictions.* Customer shall not, directly or indirectly:

- a. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software;
- b. modify, translate or create derivative works based on the Software;
- c. rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Software;
- d. use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party;
- e. remove any proprietary notices from the Software;
- f. publish or disclose to third parties any user interface or evaluation of the Software without LOGEASY's prior written consent; or
- g. create any link to the Software or frame or mirror any content contained on, or accessible from, the Software, other than what is specified in this Agreement.

5. *Subscription Fees.*

- a. *Monthly Plans.* Customer shall make a monthly recurring payment of Subscription Fees based on the selected options and prices outlined in Schedule **A**.
- b. *Fee Increases.* LOGEASY may increase the Subscription Fees on thirty (30) days' prior notice.

6. *Copyright and Intellectual Property Rights.*

- a. *Ownership of Intellectual Property.* The Software, including all related copyrights, patents, trademarks, trade secrets and other intellectual property rights therein are, and shall remain, the sole and exclusive property of LOGEASY.
- b. *No Implied Rights.* Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Software.

7. *Customer Obligations.* LOGEASY and Customer hereby agree to the following:

- a. *Hardware.* Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to internally access the Software, and for

paying all third-party access charges (e.g. ISP) incurred while using the administration and various functions of the Software.

- b. *Conduct.* Customer shall be solely responsible for its actions and the actions of its users while using the Software-as-a-Service and the contents of its transmissions through the Software. Customer agrees:
 - i. to abide by all local and international laws and regulations applicable to Customer's use of the Software, including without limitation all laws regarding the transmission of technical data exported from Canada through the Software.
 - ii. not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Software or another's computer;
 - iii. not to use the Software for illegal purposes;
 - iv. not to interfere or disrupt networks connected to the Software;
 - v. not to post, promote or transmit through the Software any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically, or otherwise objectional material of any kind or nature;
 - vi. not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; and
 - vii. to comply with all regulations, policies and procedures of networks connected to the Software.

- c. Customer acknowledges and agrees that LOGEASY neither endorses the contents of any customer communications nor assumes any responsibility for any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third-party intellectual propriety rights arising therefrom or any crime facilitated thereby. LOGEASY may remove any violating content posed on the Software or transmitted through the Software, without notice to Customer.

8. *Customer Data & Privacy.*

- a. As between LOGEASY and Customer, Customer shall own the Customer Data. Except as permitted in this Agreement LOGEASY will not edit, delete or disclose the contents of Customer Data unless authorized by the Customer or unless LOGEASY is required to do so by law or in the good faith belief that such action is necessary to:
 - i. conform to applicable laws or complies with legal process served on LOGEASY;
 - ii. protect and defend the rights or property of LOGEASY; or
 - iii. enforce this Agreement.

- b. As between LOGEASY and Customer, LOGEASY shall own all LOGEASY Data. LOGEASY may provide such information in aggregate form to third parties, but such information will not include Personal Information.

- c. LOGEASY may access Customer Data, including Personal Information, solely to respond to service or technical problems with the Software.

- d. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data, and LOGEASY assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the Software to store any Customer Data.
- e. Customer is a controller of the data it discloses or makes available to LOGEASY, and LOGEASY will process such data as a separate and independent controller. In no event will the parties process such data jointly as joint controllers. For the avoidance of doubt, neither party is a processor of the other.
- f. Each party shall be separately responsible for complying with all legal obligations that apply to it as a controller of Personal Information. Without limitation to the foregoing, each party shall maintain a publicly accessible privacy policy on its website that satisfies the transparency disclosure requirements of the law.
- g. LOGEASY reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer Data that Customer may store, post or transmit on or through the Software. Customer shall be responsible for maintaining an archive or back-up copy of all Customer Data, and LOGEASY shall have no liability for any loss of Customer Data, whether caused by LOGEASY or any third-party service provider.
- h. Customer shall be responsible for compliance with all obligations imposed by governmental authorities, and any implementing or amending legislation as may be enacted from time to time, and Customer, shall indemnify, defend and hold LOGEASY harmless from and against any third-party claims against LOGEASY resulting from the use and disclosure by the Software of Personal Information consistent with the terms of this Agreement.
- i. LOGEASY shall retain Customer Data for a period of thirty (360) days after expiration or termination of this Agreement. Customer may request that LOGEASY conduct a mass export of Customer Data, and LOGEASY agrees to provide such services at its then current rates on a time and material basis. After thirty (360) days, LOGEASY may delete and destroy all Customer Data without notice or further liability to Customer.

9. *Obligations of LOGEASY.*

- a. LOGEASY agrees to provide to Customer, at no additional cost, updates and improvements to the Software which may be developed by LOGEASY from time to time.
- b. LOGEASY will provide to Customer, at no additional cost, access to a knowledge base and tutorial videos for training for Customer personnel on how to access and use of the Software.

- c. LOGEASY will provide to Customer, upon request, customized training for Customer personnel in the access and use of the Software subject to agreement on additional fees, format and location.

10. *Maintenance Support Services.*

- a. *Support services to be provided by LOGEASY.* During the term of this Agreement LOGEASY shall provide the Customer with support services for the services in use by Customer which shall comprise of the following:
 - i. *E-Mail Support.* E-Mail support shall comprise of e-mail access to LOGEASY and response.
 - ii. *Direct Support.* Direct support shall comprise the following services:
 1. advice by telephone on the support lines, e-mail or by post (at the addresses or e-mail address stipulated by LOGEASY) on the use of the Services without any limit on the amount of incident reports;
 2. the creation and upload to the Services, from time to time at LOGEASY's sole discretion, patches and fixes in respect of the Software;
 3. the diagnosis of errors in the Software and the rectification of such errors by the issue of fixes in respect of the Service Description and the making of all consequential amendments (if any) to the Software;
 4. any other support service offered to Customer by LOGEASY from time-to-time which LOGEASY may, at its sole discretion, designate as a support service; and
 5. the issue of new releases of Software to the Software.
 - iii. *Exclusions.* Support services shall not include the diagnosis and rectification of any errors resulting from:
 1. any modifications of the Software made by any person other than LOGEASY;
 2. minor defects in the Software which do not significantly affect or impair the use of the Software;
 3. any incorrect or improper use of the Software;
 4. the failure by Customer to implement recommendations in respect of any solutions to errors previously advised by LOGEASY; and
 5. the use of the Software for any purpose for which it was not designed.
 - iv. *Rectification of Errors.* LOGEASY shall, upon request by Customer, provide diagnosis and rectification of errors notwithstanding that the error in question results from any of the circumstances described in Section 9(iii). LOGEASY shall charge for this rectification for this rectification of errors of the Software on a time and material basis.
 - v. *Customer Obligations.* During the continuance of this Agreement, Customer shall:
 1. provide LOGEASY (so far as Customer is able) with a documented example of any error in respect of which a request for diagnosis and rectification has been made under this Agreement;
 2. co-operate fully with LOGEASY's personnel in the diagnosis of any error in the Software or the Documentation and perform such tests of the Software

as LOGEASY shall request in the evaluation of any request for Support Services by Customer;

3. ensure that the administration functionality of the Software is used in a proper manner by competent trained employees only or by persons under their supervision; and
4. save as otherwise expressly provided in this Agreement, not make any translation, adaptation, arrangement or any other alteration of the Software or make any reproduction, distribution, communication, display or performance to the public of the results of such acts.

11. *Passwords and Security.* LOGEASY and Customer hereby agree to the following:

- a. *Passwords.* LOGEASY shall issue to Customer, or shall authorize a Customer administrator to issue, a username and password for each user authorized to access Customer's account for whom Customer has paid the applicable fee. Customer and its users are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify LOGEASY of any unauthorized use of the Customer's account (including each password of each user accessing the Software by means of Customer's account) or any other breach of security known to Customer. LOGEASY shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. LOGEASY will maintain Customer passwords as confidential and will not disclose them to third parties.
- b. *Security.* LOGEASY will maintain the Software at a reputable third-party Internet service provider ("ISP") and hosting facility, where they are subject to commercially reasonable security precautions to prevent unauthorized access to the Software. Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Software and Customer Data. Accordingly, LOGEASY cannot and does not guarantee the privacy, security, or authenticity of any transmitted over the Internet.

12. *Payment of Fees.* Customer shall pay all fees or charges to its account in accordance with the Fees. All Fees are set out in Section 4 of this Agreement. LOGEASY and Customer hereby agree to the following:

- a. *Invoicing.* The applicable Fees are invoiced and due net thirty (30) days of date of invoice;
- b. *Billing Errors.* Customer must contact LOGEASY in writing no later than thirty (30) days after the billing date to report a billing error;
- c. *Taxes.* All fees are stated in Canadian currency and are exclusive of applicable provincial and federal sales and goods and services taxes. Customer shall be responsible for the payment of any taxes, duties or tariffs applicable to the products and services provided under this Agreement.

13. *Term and Termination.* The Term of this Agreement is set up in LOGEASY platform and initiated from the Activation Date. After expiration of the initial or any renewal term, this Agreement shall renew automatically for additional one-year periods on the anniversary of the Effective Date unless: (a) earlier terminated in accordance with the terms herein; or (b) either party gives not less than thirty (30) days prior written notice of its intention not to renew. Any termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect and accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such Termination.
14. *Activation Date.* The Activation Date for use of the Software by Customer under this Agreement shall be as the date of the first Subscription Fee payment which is made in the platform.
15. *Confidentiality.* LOGEASY and Customer hereby agree to the following:
- a. *Parties Obligations.* Each of the Parties agrees to maintain in confidence any non-public information of the other Party, whether written or otherwise, disclosed by the other Party in the course of performance of this Agreement (“Confidential Information”). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither Party shall make Confidential information available to any other person or entity without the prior written consent of the other Party.
 - b. *Exclusions.* Confidential Information shall not include any information that is:
 - i. already known to the receiving Party at the time of the disclosure;
 - ii. publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party;
 - iii. subsequently disclosed to the receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information;
 - iv. communicated to a third party by the receiving Party with the express written consent of the other Party hereto; or
 - v. legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, or the like to other party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

- c. *Destruction or Return of Confidential Information.* Upon expiration or Termination of this Agreement for any reason, each Party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other Party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving Party in any form or for any reason.

16. *Warranties.*

- a. *Ownership.* LOGEASY warrants that it is either the sole owner of the Software or has the right to sublicense same in accordance with this Agreement.
- b. *Infringement.* LOGEASY represents and warrants that, to the best of its knowledge without having conducted searches and without seeking professional opinions, the Software does not infringe the Intellectual Property Rights of any third party. Should LOGEASY receive written notice of any such allegations of infringement, it shall immediately notify Customer thereof.
- c. *Not Error Free.* LOGEASY does NOT warrant that the functionality of the Software will meet Customers' requirements, nor that the Software will run uninterrupted or error free. LOGEASY is NOT responsible for the results of Customer's use of the Software or for any action taken by Customer or third parties on the basis thereof.
- d. THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. *Indemnification.* LOGEASY and Customer hereby agree to the following:

- a. *Infringement.* LOGEASY, at its own expense, will defend any claim brought by a third party against Customer to the extent that the claim is based on a claim that the Software, as used within the scope of this Agreement, directly infringes any copyright or misappropriates any trade secret recognized as such under the laws of Canada and LOGEASY will pay those costs and damages finally awarded against Customer for any such claim that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action.
- b. *Conditions.* LOGEASY's obligations under the preceding paragraph with respect to a claim are conditioned on:
 - i. Customer notifying LOGEASY promptly in writing of such claim;
 - ii. Customer giving LOGEASY sole control of defence of all such claims and any related settlement negotiations; and
 - iii. Customer co-operating with LOGEASY in such defence (including, without limitation, by making available to LOGEASY all documents and information in Customer's

possession or control that are relevant to the infringement or misappropriation claims, and by making Customer's personnel available to testify or consult with LOGEASY or its legal advisers in connection with such defence). If Customer settles any such claim without LOGEASY's prior written approval, LOGEASY shall be relieved of all liability with respect to such claim.

- c. *Exclusions.* Notwithstanding the foregoing, LOGEASY shall have no liability or obligation with respect to any infringement or misappropriation claim based upon:
 - i. any use of the Software not in accordance with this Agreement or for purposes not intended by LOGEASY; or
 - ii. any modification of the Software made by any person other than LOGEASY where such modification is not authorized by LOGEASY.
 - d. *Remedies.* If the Software becomes, or in LOGEASY's opinion is likely to become, the subject of an infringement or misappropriation claim, LOGEASY may, at its sole option and expense, either:
 - i. procure for Customer the right to continue to use the Software pursuant to this Agreement; or
 - ii. replace or modify the Software to make them non-infringing; or
 - iii. terminate this Agreement and Customer's right to use the software and refund to Customer any unused pre-paid Subscription Fees as of the date of Termination.
 - e. *By Customer.* Customer agrees to defend, indemnify and hold LOGEASY, its parent, subsidiaries, officers, directors, employees, successors and assigns harmless from any claim, demand, damages, costs and expenses (including reasonable legal fees), arising from any third-party claim against LOGEASY due to or arising out of:
 - i. any use of the Software by Customer, its affiliates, employees' agents, successors and assigns other than in accordance with this Agreement;
 - ii. any breach of this Agreement by Customer, its affiliates, employees or agents; and
 - iii. any unauthorized modification of the Software by Customer, its affiliates, employees and agents, including any claims for intellectual property infringement arising therefrom.
18. *Limitation of Liability.* In no event shall LOGEASY be liable for direct damages arising out of this Agreement (whether arising under contract, tort, strict liability, breach of warranty or otherwise) in amounts greater than the Subscription Fees set out in Section 4. In no event shall LOGEASY be liable for special or consequential damages, for loss of profits, use, data or other intangible property, even if LOGEASY has been advised of the possibility of such damages and notwithstanding the failure of any essential purpose.
19. *Notices.* All notices to a Party shall be in writing and sent to the address specified in this Agreement and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next

day delivery by recognised overnight deliver service; and upon receipt, if sent by certified or registered mail, return receipt requested.

20. *Entire Agreement.* This Agreement contains the entire Agreement of the Parties and supersedes any and all previous Agreements with respect to the subject matter hereof, whether orally or in writing. This Agreement supersedes any terms printed on Customer's purchase order or other forms.
21. *Assignment.* This Agreement shall be binding on and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Except with respect to wholly owned affiliates, Customer may not assign this Agreement without LOGEASY's prior written consent, not to be unreasonably withheld. LOGEASY may assign this Agreement to any parent, subsidiary or affiliate or to any successor to its business without Customer's consent. LOGEASY may subcontract any or all of its obligations hereunder but shall nevertheless remain responsible for the performance of its obligations hereunder.
22. *Governing Law.* This Agreement and any disputes hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of Ontario without regard of its conflict of laws principles. Any dispute under this Agreement shall be brought exclusively in the courts of Ontario, and Customer hereby submits to the exclusive jurisdiction of such courts. Customer agrees that any cause of action arising out of or related to this Agreement shall be brought within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
23. *Activation, Counterparts and Facsimile.* This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one Agreement. This Agreement shall be activated by use of the Software and by signing the checkbox during the process of activating use of Software on or after the Activation Date via the Internet and Passwords and Security provided by LOGEASY to Customer.
24. *Headings.* The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.
25. *No Waiver.* No waiver of any default, condition or breach of this Agreement shall be deemed to imply or constitute a waiver of any other default, condition, or breach of this Agreement, whether of a similar nature or otherwise.
26. *Severability.* In the event that any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.
27. *Force Majeure.* Neither Party shall be in default of its failures to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labour disputes, thirty party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements

28. *Acknowledgement.* By clicking the "I Agree" button, downloading or using the Licensed Software, you are indicating that you are authorized to execute this Agreement on behalf of the Customer and the Customer is agreeing to be bound by the terms and conditions of this Agreement. If you do not have such authority and/or the Customer is not prepared to agree to the terms and conditions of this Agreement, you must not click on the "I Agree" button, download or use the Licensed Software.

