

GNXCOR INC.
TERMS AND CONDITIONS
FREE VERSION

Please read this document carefully. This is a legal agreement between you (the "**Customer**") and GNXCOR Inc. ("**GNXCOR**"). By using the Free Edition, the Customer agrees to be bound by the applicable terms and conditions of this agreement, including the limitations on the grant of license and the disclaimers of liability contained herein. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. In addition to the terms defined in the body of this Agreement, the following terms have the following meanings:

"**Activation Date**" means the day following the date on which the Customer first accesses the Free Edition.

"**Customer Data**" means any data, information (including, without limitation, any information about an identifiable individual or an individual whose identity may be inferred or determined from the information) or other materials of any nature recorded in any form whatsoever disclosed or provided to GNXCOR by the Customer or Users (as hereinafter defined) (as applicable) in the course of using the Platform Services and all information generated by the Customer's and any Users' use of Platform Services.

"**Free Edition**" means the free edition of the Platform Services, as described on the GNXCOR website at Maintenancecare.com.

"**Platform Services**" means the various software, data applications and Support (if applicable) provided by GNXCOR to the Customer and which may include a web-based workflow management, facility management, risk management and client services system.

"**Support**" means the general maintenance services and technical support. Support is not available for the Free Edition.

"**Users**" means the Customer's agents, contractors or employees (as applicable) who are provided with access to the Platform Services by the Customer (in its sole discretion).

2. Access.

2.1 Subject to the terms and conditions of this Agreement, GNXCOR agrees to provide the Customer, a monthly membership at no cost in the case of the Free Edition. The Platform Services shall be made available to the Customer on-line at Maintenancecare.com (or such other URL as GNXCOR may designate from time to time), through a smartphone or tablet, or from a third party hosted facility and/or other systems used by GNXCOR to host the Platform Services (collectively, the "**Systems**").

2.2 Following the Activation Date, Customer may upgrade from the Free Edition to the Work Order Edition or Enterprise Edition at any time.

3. Platform Services. Subject to the terms and conditions of this Agreement, GNXCOR grants to Customer, for use by Customer a non-transferable, non-exclusive, non-sublicensable right (the "**Membership Right**") to access and use the Platform Services via the internet during the Term and any Renewal Term. The Customer shall access the Platform Services by means of a specific account (the "**Customer's Account**"). The Customer will

be responsible for ensuring use of the Platform Services in accordance with this Agreement.

4. Passwords. If applicable, GNXCOR shall issue to the Customer, or shall authorize Customer to issue, a password (each, a "**Password**") for 1(one) User authorized to access the Platform Services using the Customer's Account. The Customer is solely responsible for the confidentiality and use of its Password and the Customer's Account and all actions and consequences resulting from use of the Platform Services accessed with the Password. In no event shall GNXCOR be liable for any loss of Customer Data or other claims to the extent the same arose from unauthorized access to the Customer's Account by obtaining a Password other than as caused by the negligence of GNXCOR.

5. Customer's Conduct and Use Guidelines.

5.1 Customer's Lawful Conduct. The Membership Right is granted to the Customer exclusively for the internal use of the Customer. The Customer shall not, and shall not permit or suffer Users, directly or indirectly, to do any of the following acts (each an "**Prohibited Act**" and collectively, the "**Prohibited Acts**"): (i) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform Services; (ii) modify, translate, or create derivative works based on the Platform Services; (iii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit Platform Services or make the Platform Services available to a third party other than as contemplated in this Agreement; (iv) use the Platform Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) publish or disclose to third parties any evaluation of the Platform Services without GNXCOR's prior written consent; (vi) create any link to the Platform Services or frame or mirror any content contained or accessible from, the Platform Services; (vii) violate any local, state, federal or foreign law, treaty, regulation or convention applicable to the Customer in connection with Users' use of the Platform Services, which may include without restriction, the CAN-SPAM Act of 2003 (U.S.A.), the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada) and similar provincial legislation in Canada enacted from time to time, the EU Data Protection Directive and other laws applicable to the Customer related to privacy, publicity, data protection, electronic communications and anti-spamming laws (and, without limiting the generality of the foregoing, Customer is solely and exclusively responsible for the collection, accuracy, currency, quality, legality, completeness and use of Customer Data that is stored on the System, disclosed to GNXCOR or used by Customer, Users or other authorized service providers in connection with the Platform Services); (viii) wilfully tamper with the security of the Systems or tamper with other customer accounts of GNXCOR, (ix) access data on the System not intended for the Customer, (x) log into a server or account on the System that the Customer is not authorized to access, (xi) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; or(xii) wilfully render any part of the Systems or the Platform Services unusable.

5.2 Responsibility for Users. The Customer agrees that it will be responsible for any breach of this agreement by any of its Users, including, but not limited to, breach of Section 5.1 and any disclosure, divulgence, communication or use of any Confidential Information in a manner not authorized by this Agreement. Customers using the Free Edition shall not have the ability to add any Users.

5.3 Customer Data Responsibilities. The Customer agrees that it is solely responsible for the content and accuracy of all communications and Customer Data when using Customer's Account and the Platform Services, even if such information is entered into the Platform Services by GNXCOR on the Customer's behalf. GNXCOR has no obligation to monitor or pre-screen any Customer Data. Customer shall be solely responsible at all times for monitoring Customer Data and for ensuring that all Customer Data complies with this Agreement and applicable laws (including privacy laws). Customer acknowledges and agrees that Users may alter, amend or delete Customer Data and that GNXCOR shall not be liable for any such changes.

6. Ownership of Customer Data and Confidentiality.

6.1 Ownership of Customer Data. The Customer retains no right, title or interest in and to all Customer Data, subject to the license rights granted to GNXCOR necessary to provide the Platform Services and Support (if applicable) under this Agreement. Customer will identify an individual, employed or otherwise authorized by Customer, to respond to enquiries by GNXCOR concerning any Customer Data provided to GNXCOR and to promptly address all enquiries concerning such information.

6.2 Confidential Information. As used herein, "Confidential Information" means all confidential information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), that is designated in writing as confidential as well as Customer Data and the terms and conditions of this Agreement. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party.

7. Third Party Vendors. The Customer may have access to third party vendors ("Vendors") offering their products or services through the Platform Services. While GNXCOR facilitates access to and communication with Vendors through the Platform Services, the Customer shall be responsible for entering into a separate contract to govern its business relationship with a Vendor should it choose to purchase the products or services of any Vendor. GNXCOR does not control the products or services of Vendors and shall not be responsible or liable for any damages with respect to any acts or omissions of a Vendor, its products or services or the Customer's contractual relationship with a Vendor.

8. Payment Terms.

8.1 Fees. The Customer does not need to pay any fees for the Free Edition.

8.2 Suspension of Service. For any reason whatsoever, in addition to any other rights and remedies (including the termination rights set forth in this Agreement), GNXCOR reserves the right to treat the Customer's Account as either a Suspended Account or Cancelled Account without liability to GNXCOR at any time. "Suspended Account" shall mean that all logon attempts to the Platform Services will be blocked and all Support will cease.

"Cancelled Account" shall mean all files within the Customer's Account directories will be permanently erased and the Customer's Account, Membership Right and Support will be terminated.

8.3 Expenses. The Customer shall be responsible to pay GNXCOR for all pre-approved costs and expenses incurred by GNXCOR in providing any Support to the Customer pursuant to this Agreement. The Customer agrees to pay such costs and expenses within 30 days of receipt of invoice by GNXCOR. The Customer is responsible for all its Internet connection charges, calling activities or phone bills related to the use of Platform Services.

8.4 Changes in Fees. GNXCOR may, in its sole discretion, change prices, terms and conditions of this Agreement to be effective (a) upon the next following Renewal Term provided GNXCOR gives not less than 15 days written notice to Customer of such changes prior to the commencement of such Renewal Term; and (b) immediately, in the event of a change to GNXCOR's cost of delivery of the Platform Services or Support as a result of (i) a change in any applicable law, regulation, or similar governmental action, or (ii) a ruling by a court of competent jurisdiction.

9. Ownership. Customer acknowledges and agrees that the Platform Services and all intellectual property rights therein (including without limitation, copyrights, patents, trade secrets, trade marks, moral rights and other intellectual property rights, in and to the Platform Services, all modifications, changes, enhancements, or additions thereto) and all intellectual property rights relating to the provision of Support (collectively, "GNXCOR IP"), are owned or licensed by GNXCOR. To the extent Customer acquires rights in the GNXCOR IP, Customer assigns such rights to GNXCOR and waives any moral rights it may have in the GNXCOR IP to and in favour of GNXCOR. Except for the Membership Rights, nothing in this Agreement gives the Customer any right, title or interest in, to or under any of the Platform Services, or any intellectual property rights therein or arising pursuant to the Support.

10. Term and Termination

10.1 Term and Renewal Term. The Free Edition may be terminated by any party at any time for whatever reason.

10.2 Suspension of Service. GNXCOR may, at its sole option, and in addition to any other right herein, suspend Support and the Customer's access to the the Free Edition immediately, as if the Customer's Account was a Suspended Account, and take any remedial action under any applicable law in the event of a Prohibited Act or if GNXCOR deems there to have been a breach of the terms of this Agreement.

10.3 Termination. This Agreement may be terminated: (i) by the Customer upon notifying GNXCOR of its intention to terminate this Agreement at least 30 days prior to such termination date; or (ii) by GNXCOR upon the occurrence of any of the following events, which shall be deemed to be a breach of the terms of this Agreement:

(a) if the Customer fails to perform any of its obligations, or there is a breach of any of the provisions of this Agreement; provided that GNXCOR shall first have given prior written notice to the Customer of its intent to terminate, together with details of the

default causing the termination, and the Customer shall have been given 15 days to cure any such default; or

(b) if the Customer (A) ceases or threatens to cease to carry on its business, commits an act of bankruptcy, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors, or (B) is subject to any proceeding that is taken to (i) compromise or make an arrangement with that party's creditors, (ii) obtain an order to assign that party into bankruptcy or winding-up that party, or (iii) obtain an order to appoint a receiver over any part of that party's assets, and in each case, such proceeding are not dismissed within 60 days of such proceeding being initiated.

10.4 Events on Termination. Upon termination of this Agreement: (a) each of the parties shall deliver to the other Party or destroy all Confidential Information of the other party (including, without limitation confidential information and Customer Data) which is in its possession, care or control; (b) if GNXCOR terminates this Agreement in accordance with Section 10.3(a), Customer shall be required to forthwith pay, as compensation for the early termination of this Agreement (and not as a penalty), those Fees and charges otherwise payable for the remainder of the Term or the then current Renewal Term, as the case may be; (c) each of the parties shall release the other from all obligations under this Agreement, save and except for obligations accrued and owing up to the effective date of termination and those surviving obligations set forth in Section 10.4(d) hereof; and (d) the provisions in Section 5.3, 6.2, 9, 12, 13 and 14 of this Agreement shall continue in force following termination of this Agreement.

11. Access. GNXCOR shall have the right to access the Customer's Account and Customer Data from time to time, for purposes of Support, administration, invoicing and to inspect the Customer's utilization of the Platform Services so as to ensure Customer's compliance with the provisions of this Agreement, as reasonably necessary in GNXCOR's sole discretion.

12. Disclaimers.

12.1 Reliability. The Platform Services may be subject to sporadic interruptions and failures for a variety of reasons beyond GNXCOR's control, including data connection intermittency, service provider uptime, mobile notifications and carriers, among others. The Customer acknowledges these limitations and agrees that GNXCOR is not responsible for any damages allegedly caused by the failure or delay of the Platform Services or any repair or correction of the Platform Services.

12.2 Temporary Suspension. The Platform Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. The Customer agrees it will not be entitled to any refund or rebate for such suspensions.

12.3 Equipment, ISP, and Carrier. The Customer acknowledges that the availability of the Platform Services is dependent on (i) the Customer's computer, mobile device, wiring and other related equipment, (ii) the Customer's internet service provider ("**ISP**"), and (iii) the Customer's mobile device carrier ("**Carrier**"). The Customer acknowledges that it is responsible for compliance with all applicable agreements, terms of use/service, and other policies of its ISP and Carrier.

12.4 Disclaimer

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GNXCOR PROVIDES THE PLATFORM SERVICES "AS-IS" AND "AS AVAILABLE" AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. GNXCOR DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE PLATFORM SERVICES. GNXCOR MAKES NO WARRANTY THAT THE PLATFORM SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE.

(b) THE CUSTOMER SHALL USE THE PLATFORM SERVICES AT ITS OWN DISCRETION AND RISK. THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR (AND GNXCOR DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO THE CUSTOMER'S BUILDINGS, FACILITIES, WIRING, BUSINESS, COMPUTERS, OR MOBILE DEVICES RESULTING FROM THE CUSTOMER'S USE OF THE PLATFORM SERVICES.

12.5 Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE DISCLAIMERS, IN NO EVENT WILL (I) GNXCOR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA, LOSS OF BUSINESS OR LOST PROFITS, DAMAGE TO OR LOSS OF VALUE OF BUILDINGS OR EQUIPMENT, FAILURE TO REALIZE EXPECTED SAVINGS, LOST DATA (INCLUDING CUSTOMER DATA), LOSS OR MALFUNCTION OF HARDWARE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER. ARISING FROM OR RELATING TO THE PLATFORM SERVICES, THE SYSTEMS OR THIS AGREEMENT, EVEN IF GNXCOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) GNXCOR'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PLATFORM SERVICES, THE SYSTEMS OR THIS AGREEMENT WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL FEES AND CHARGES PAID BY THE CUSTOMER FOR THE PLATFORM SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. GNXCOR DISCLAIMS ALL LIABILITY OF ANY KIND OF GNXCOR'S LICENSORS AND SUPPLIERS. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(b) The essential purpose of this Section 12 is to limit the potential liability of GNXCOR arising under this Agreement. The Customer acknowledges that the limitations set forth in this Section 12 are intricate to the amount of consideration levied in connection with the license of the Platform Services and Support (if applicable) and that, were GNXCOR to assume any further liability, such consideration would, out of necessity, have been set much higher.

13. Indemnification.

13.1 Customer Indemnification. The Customer agrees to indemnify and hold harmless GNXCOR and its officers, directors, shareholders, employees and agents from and against all third party Claims (as hereafter defined) (including related costs and attorney's fees): (i) due to or arising from any Prohibited Acts or the violation of this Agreement or (ii) that any Customer Data infringes, misappropriates or violates any copyrights, trademarks, trade secrets or other proprietary rights of, or has otherwise caused harm to, a third party. "Claim" shall mean all losses, liabilities, damages, claims, charges, penalties, taxes, and all related costs and expenses incurred by a party hereto only as the direct result of third party claims against such party, including, without limitation, reasonable attorney's fees and costs of investigation, litigation, settlement, judgment, interest and penalties.

13.2 GNXCOR reserves the right, at the Customer's expense, to assume the exclusive defense and control of any matter for which the Customer is required to indemnify GNXCOR and the Customer agrees to cooperate with GNXCOR's defense of such claims. The Customer agrees not to settle any such claim without the prior written consent of GNXCOR. GNXCOR will use reasonable efforts to notify the Customer of any such claim, action or proceeding upon becoming aware of it.

14. General Provisions.

14.1 Entire Agreement This Agreement and any amendments or additions thereto, constitutes the entire agreement and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, covenants, arrangements and discussions, whether verbal or written, with respect thereto.

14.2 Marketing. Customer agrees that GNXCOR may use Customer's name and logo to identify Customer as a customer of GNXCOR's on GNXCOR's website, and as a part of a general list of GNXCOR's customers for use and reference in GNXCOR's corporate, promotional and marketing literature. Additionally, Customer agrees that GNXCOR may issue a press release identifying Customer as a GNXCOR customer and describing Customer's intended utilization and the benefits that Customer expects to receive from use of GNXCOR's services.

14.3 Relationship of Customer and GNXCOR. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or agent representative of the other party.

14.4 Modifications and Waiver. GNXCOR reserves the right to amend this Agreement from time to time. Any amendments shall: (i) in respect of the Free Edition, become effective immediately. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one

occasion shall not be construed as a waiver of any right or remedy on any future occasion.

14.5 No Assignment. This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the Customer by a change of control of the Customer or by operation of law. GNXCOR may transfer or assign its rights and obligations hereunder without prior written approval of the Customer. This Agreement shall be binding upon and shall inure to the benefit of GNXCOR and the Customer and each of their successors and permitted assigns.

14.6 Governing Law. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

14.7 Submission to Jurisdiction. Each of the parties to this Agreement irrevocably and unconditionally submits and attorns to the jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement.

14.8 Notices. Any notices, demands and other communications hereunder shall be in writing and shall be delivered, sent by electronic transmission (including email), or by mail, registered or certified, return receipt requested, postage prepaid, and sent to the addresses set out in the Customer's Account. All notices shall be effective and deemed to be delivered (i) if mailed, on the fifth business day following such mailing, unless there is an interruption in the mail, in which case it shall be deemed to have been given when received; or (ii) if delivered or sent by facsimile, on the business day following the date of dispatch or the date of transmission, as the case may be. Either party may change the address for notice by giving written notice of such change to the other party in the manner provided in this Section.

14.9 Severability. If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

14.10 Force Majeure. Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.