RENOWORKS PRO ONLINE VISUALIZATION SCOPE OF WORK AND SERVICE AGREEMENT

SOW – CONTRACTOR MASTER AGREEMENT - 001

Last updated September 13, 2022

This Online Visualization Scope of Work and Service Agreement (this "**Agreement**") is entered into and is effective as of this date listed above (the "**Effective Date**") by and between you ("Client") and Renoworks Software Inc. ("Renoworks" and together with Client, each a Party and, collectively, the "Parties") :

This Agreement is comprised of: (a) the Scope of Work attached as Schedule A (the "**SOW**"); and (b) the Online Service Agreement attached as Schedule B (the "**OSA**").

This Agreement may be amended from time to time by Renoworks without notice to Client. Client is responsible for reviewing the latest version of this Agreement as is from time to time posted when updates are made.

Capitalized terms used but not otherwise defined in this Agreement have the meanings ascribed to them in the OSA.

SCHEDULE A: SCOPE OF WORK
SOW - CONTRACTOR MASTER AGREEMENT - 001

Project Summary

SECTION A. OVERVIEW

A1 - CLIENT INFORMATION

Your contact and other information for purposes of this Agreement will be the information submitted to Renoworks when you subscribed to the service. You may change your contact information by notifying Renoworks.

A2 - Scope Summary

A subscription to use a subset visualizer of an online design tool platform intended to engage potential customers, convert them into leads with A.I.-assisted design, and allow contractors to close deals more effectively and help homeowners make color and product decisions throughout all phases of the sales process.

A3 - References

SECTION	SECTION DESCRIPTION
SCHEDULE A – SCOPE OF WORK – PROJECT SUMMARY	
SECTION A	OVERVIEW
SECTION B	WEB VISUALIZER PROJECT
SECTION C	PRODUCT LIBRARIES

SCHEDULE B	ONLINE SERVICE AGREEMENT
SCHEDULE C	AUTHORIZATION AND ACCEPTANCE

A4(a) –[Reserved]

A4(b) – [Reserved]

A5 - Out of Scope

It is assumed that Renoworks will create one (1) subset visualizer with a unique URL identifier on their online design platform for the Client. Any further subset applications, be they for the Client or any Client parent, subsidiary, sister company or otherwise are not included. This is a standardized platform offering with limited customization of individual subset visualizers. Client is expected to become acquainted with the latest platform features and available customization before signing up for a subscription.

A6 -CLIENT REQUIREMENTS

The Client is responsible for providing:

- Logo to include in visualizer
- Renoworks product libraries (at the manufacturer brand level) to be displayed in visualizer
- Email to send visualizer leads to

A7 - KEY RISKS

The quality and accuracy of the digital product catalog is dependent on the quality of assets provided and approved by the corresponding manufacturers.

A8 - TERM

By entering into this Agreement, the Client agrees to and fully accepts responsibility for the payment of subscription fees for the subscription plan they have chosen. Annual subscriptions (the "Annual Subscription") are for an initial Term of one (1) year. Monthly subscriptions are for a term of one month (the "Monthly Subscription"). The Annual Subscription will automatically renew every year unless cancelled, and the Monthly Subscription will automatically renew every month unless cancelled (in each case, a "renewal term"). Billing and invoicing is further described in **A9** and **A10** below.

A9 - BUDGET AND PAYMENT TERMS (USD)

SECTION DESCRIPTION	ANNUAL	MONTHLY
Contractor Subset Visualizer	-	-
SUBSCRIPTION	$2,388/yr	$249/mo
TOTAL ANNUAL COST	**$ 2,388**	**$2,988**

A10- PAYMENT

- If Annual Subscription is selected, 100% of the Annual Subscription for the initial term (1 year) will be invoiced and paid by Client immediately, unless Client is undergoing a trial period in which case it will be invoiced and paid immediately when the trial ends.

- If Monthly Subscription is selected, 100% of the Monthly Subscription will be invoiced and paid by client immediately, unless Client is undergoing a trial period in which case it will be invoiced and paid immediately when the trial ends.

- Unless cancelled, all further subscription fees for renewal terms will be invoiced and paid immediately when the current subscription term ends.

- The subscription fees are subject to change.

- The Annual Subscription billing cycle is subject to change to bi-annual or quarterly billing at any time at the discretion of Renoworks

- Unless otherwise agreed to in writing between the Parties, continued use of the visualizer after the Initial Term will result in continued annual or monthly billings on the same terms.

- Payments are to be received 30 days after receipt of invoices. Any delay in invoice payment may result in suspension of services until the invoice is paid.

Annual Subscription costs include the following:

- Unlimited concurrent usage of the application
- Updates that are part of the standard platform
- Hosting on AWS (Amazon Web Services)
- Software maintenance and bug fixes
- Analytics HUB
- Use of the A.I. Module
- Continuous platform improvements and updates

Annual Subscription costs will not include the following:

- Any features added that out outside of this scope
- New sample projects that out outside of this scope
- Any changes to digital libraries that out outside of this scope (including requests to add, remove or edit product libraries available on the visualizer)

A11 - Design Services (Masking Services Only) Transactional fees

If Renoworks Design Services are required, Client may order Design Services based on "Subscriber" pricing located at https://www.renoworkspro.com/pricing/ (which may change from time to time).

SECTION B. WEB VISUALIZER PROJECT

Core Features

B1 - User Interface – Client will provide logo to include on visualizer. No other branding, copy changes, styling, images or any customizations are within the scope of this SOW. The user interface for this offering is standardized and will only include the following elements:
- "Gated" A.I. upload page with standard Renoworks imagery and copy
- Sample Home page with 10 standard sample homes and CTA to upload your own home.
- Header links:
    - Client Logo in top right that is linked to client website
    - Design Your Home
    - Sample Homes
    - Create account and sign in

The application will be hosted on Renoworks servers.

B2 –Sample Photos

- 10 standard interactive sample photos from the Renoworks Library will be used in the application
- Samples will be prepared with roofing, walls, windows, doors and trim.
- The sample images will be selected by Renoworks in it's sole discretion and no selection or customization of sample images is within the scope of this SOW

B3 - Client Accounts – A user can use this account system to manage their accounts, access saved designs and user uploads. The following information can be managed:

- **Create An Account** – Users can create an account to which they can save projects to. They will be prompted to enter their First and Last Name, Street Address & City, Postal/Zip Code, Email, Password, and to confirm the password. With the submission of any form in the visualizer, including the account creation form, the user must agree to the Renoworks terms of service and privacy policy and to receive communications from Renoworks and the Client, but they may unsubscribe from communications at any time.
- **Open A Saved Project** – If the user has created an Account and saved a project, they can view their saved projects and re-open them.

B4 – Review and Share – A summary of the project will be available with a list of all the chosen product options that have been applied to the user's project. The following functionality will be included in Review:
- Save – users will need to Create An Account in order to Save their project
- Print – users can Print a Summary
- Email – users can Email a Summary. The email will have a link to let the recipient know that it was created using the Client's Application
- Share – users can Share via popular social media

B5 - Design Report – A summary of the project will be available with a list of all the chosen product options that have been applied to the user's project. The following functionality will be included in the design report
- Opening page
- Project Image
- Logo Client header
- Product Details

B6 - Snapshot Camera Images – Snapshot images can be captured and recalled on screen. Snapshot images are also displayed as thumbnails in the design report.

B7 – Toolbar – The visualizer will have the latest platform toolbar which is at the top, and includes text and toggles for easy navigation.

B8 – AI (Machine Learned Auto-Masking) – A user can submit a project to be prepared by Renoworks' AI. The machine learning AI recognizes areas on the home and masks these accordingly. A user must submit their email address in order to upload a photo through AI. Note: projects will not be prepared perfectly and masking lines may appear jagged or missed. AI will continue to get better at detecting surfaces over time. The following areas can be recognized:

- Roof
- Wall
- Windows
- Doors (including garage door)
- Foreground

Trim is currently unavailable for the A.I. module, but can be added with the correction tools after the image is A.I.-prepared.

B9 – DIY design and correction tools – Masking correction tools will be accessible through A.I. and will be implemented to include the following:

- Position Product(s) – users can position where they will place the Client's product(s)
- Select Product(s) – users can select which of the Client's product(s) to place.
- Global Scale – Scale or Size, Delete products
- Foreground feature to omit areas of the project
- Polygon Tools – Add or delete
- Advanced Settings – brightness and opacity settings

DIY Correction Tool Categories
- All

B11 - Lead Capture – Account Creation leads will be:

- Emailed immediately to one (1) Client email address, and
- Within 24 hours, made available in the Client's Analytics HUB Dashboard of which only select Client and Renoworks staff will have access to.

B13– Application Compatibilities

- Microsoft Edge (85, Chromium Browser or later)
- Chrome (84,85 or later)
- Safari (Safari 13,14 or later)
- Firefox (Firefox 80, 81 or later)

The following mobile devices will be supported and tested for this project.
- iPad (iOS Safari 13,14 or later)
- Android tablet* (Chrome for Android, 85 or later)
- iPhone ** (iOS Safari 13,14 or later)
- Android phone ** (Chrome for Android, 85 or later)

*Android compatibility means the application will work as expected. However, different devices have different resolutions and some may not be optimal. This is out of Renoworks' control.

** On the phone device, the DIY masking tools may be suppressed (subject to an improved design), but the application will allow the user to save the project and move to a larger device to mask the uploaded image.

B14 – Analytics HUB– Once the online application has been deployed and accepted by Client, Renoworks will begin to track analytics. Renoworks uses Tableau as a platform for delivering analytics to the Client.

B15 – Gated A.I. Lead Capture – Application will include a contact form with name, email address and ZIP required to be filled out by the user before having access to A.I.-autorecognition.

B16-49 [Reserved]

B50– Additional Terms for Custom Development of Service

Notwithstanding anything in this Agreement to the contrary, this is a standardized platform offering and no Change Requests, Change Orders, or any other requests for customization to the Client's visualizer may be requested by Client. If Client has feedback on their visualizer features then they may provide it to Renoworks, who may in it's sole discretion decide whether to implement such features in the future to improve the Client's experience.

B51– [Reserved]

B52– Interruptions of Service

The Client acknowledges and agrees that Renoworks does not warrant that the Service will operate error free or uninterrupted, but, in the event of any such error or interruption, Renoworks will use commercially reasonable efforts to resolve such error or interruption as soon as reasonably practicable.

B53– Domain Name

Domain name will be automatically assigned in the format of "RWPro.renoworks.com/CLIENTNAME" and hosted by Renoworks.

SECTION C: PRODUCT LIBRARIES

C1 [Reserved]

C2 – Inclusion of Existing Product Libraries – The Client is responsible for reviewing the Manufacturer brands currently available on the design platform and the level of customization (if any) that is currently supported by the platform to ensure they meet their needs.

SCHEDULE B: ONLINE SERVICE AGREEMENT

1. **Definitions**

   When used in this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

   (a) "**Anonymous Data**" means data, including Client Content, which does not contain or has been stripped of information potentially identifying Client or which contains any Personal Information, and which has been manipulated and combined with other data to provide generalized anonymous information that cannot be used or reverse-engineered to identify Client or any individual;

   (b) "**Change Order**" has the meaning set forth in Section 2(i);

   (c) "**Change Request**" means a written request to make changes to the scope of the Service or Custom Services outlined in any SOW;

   (d) "**Client Content**" means any messages, materials, data, text, sound, photos, video, graphics, data, other information or information contained in any database, template or other similar document that Client loads, transmits to or enters into the Offering, including data that the Offering is configured to obtain from Client's services or systems;

   (e) "**Confidential Information**" means any and all information disclosed by either Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") that is not public information and that is marked "confidential" or "proprietary" or which the Receiving Party knows or ought reasonably to know is regarded by the Disclosing Party as such, including oral information. All Client Content is Client's Confidential Information. All Renoworks Property is Renoworks' Confidential Information;

   (f) "**Custom Services**" means any professional services to be provided by Renoworks described in an SOW or Change Order, including implementation, customization, systems integration and API development services and other professional services made available by Renoworks;

   (g) "**Documentation**" means any designated final user manuals, handbooks, online materials, specifications or forms furnished by Renoworks that describe the features, functionality or operation of the Offering;

   (h) "**Fees**" has the meaning set forth in Section 5(a);

   (i) "**Go-Live Date**" means the date the Service is first made available to Client for production use;

   (j) "**Intellectual Property**" means (i) any rights provided under (1) patent law, (2) copyright law, (3) trademark law, (4) design patent or industrial design law or (5) any other statutory provision or common law principle applicable to the foregoing, including trade dress and trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (ii) any and all applications,

registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing;

(k) "**Offering**" means, collectively, the Service and the Platform;

(l) "**Personal Information**" means information about or relating to an identified or identifiable individual that is subject to any Privacy Laws, including User's names and email addresses;

(m) "**Platform**" means the technology, including websites, hardware, software and systems, used by Renoworks in the provision of the Service;

(n) "**Privacy Laws**" means all applicable legislation and regulations governing the collection, use and disclosure of Personal Information in the jurisdictions where Client has subscribed to use the Service, which may include the *Personal Information and Protection of Electronic Documents Act* (Canada) and equivalent provincial, state, federal and international legislation;

(o) "**Privacy Policy**" means Renoworks' Privacy Policy, as may be updated by Renoworks from time to time, the current form of which is available at https://www.renoworks.com/privacy-policy/ ;

(p) "**Renoworks Property**" means the Offering and all other Intellectual Property created, used or provided by Renoworks to Client pursuant to this Agreement, and all modifications or derivatives thereof or improvements thereto;

(q) "**Service**" means Renoworks' custom-branded online visualization tool and other online services delivered by Renoworks to Client using the Platform, as specified in any SOW and any Change Orders;

(r) "**SOW**" means, each order document representing a subscription to the Service (including the initial subscription) agreed to between the Parties in writing from time to time, including the SOW that this Schedule B is attached to, and that, upon execution, are incorporated in and made a part of this Agreement from time to time;

(s) "**Subcontractors**" has the meaning set forth in Section 2(j);

(t) "**Subscription Fee**" means the subscription fees to be paid by Client to Renoworks for Client's use of the Service, as set forth in any SOW;

(u) "**Term**" has the meaning set forth in Section 7(a);

(v) "**Terms of Service**" means Renoworks' terms of service as may be amended by Renoworks from time to time, the current form of which is available at http://www.renoworks.com/tos; and

(w) "**Users**" means Client's end users of the Service (other than Client), whose use of the Service shall be subject to the Terms of Service.

2. **Subscription for Service**

(a) Service. Client may order a subscription to the Service by placing orders on an SOW. Conditional on Client: (i) complying with the terms of this Agreement, including paying the Subscription Fee and any other fees set out in any SOW or Change Order; (ii) cooperating with the reasonable requests of Renoworks; and (iii) if applicable, providing Renoworks with access to Client's internal systems and any required third party systems (and making all required third party disclosures and obtaining all required third party consents in respect of such access) from which Client wishes the Platform to obtain or send data, Renoworks will provide the Service to Client on the terms and conditions set out in this Agreement and each applicable SOW.

(b) Custom Services. Client's subscription to the Service does not include any Custom Services. Client may from time to time order Custom Services under this Agreement by entering into a written SOW between the Parties setting out, amongst other things, a description of Custom Services and the Fees, payment terms, performance standards and timeline for delivery applicable to the Custom Services. Upon execution by each Party, the SOW will be incorporated by reference into this Agreement. The terms and conditions of this Agreement will prevail over any provision in any SOW.

(c) Support Services and Availability. During the Term, Renoworks will provide the support services, and maintain the availability of the Offering, as described in any SOW.

(d) Updates and Maintenance. Renoworks may update any aspect of the Offering at any time in its sole discretion, provided however that no such update will result in a material diminution of the functionality or operability of the Offering. Renoworks may schedule downtime for maintenance and upgrades to the Offering without prior notice but will use reasonable efforts to provide advance notice where practicable.

(e) Privacy Policy. To the extent any Client Content contains Personal Information, it will be used, collected, stored and disclosed solely for the purposes contemplated under this Agreement and in accordance with the Privacy Policy.

(f) Internet Security Disclaimer. Client acknowledges and agrees that Renoworks exercises no control over any content passing through the Internet or for Internet connectivity to the Offering. Client acknowledges that the Internet is inherently risky, and Client assumes responsibility for its access to and use of the Offering over the Internet.

(g) Limitation, Suspension or Termination of Access. In addition to the other rights and remedies of Renoworks under this Agreement, Renoworks may suspend, terminate or limit (in Renoworks' sole discretion) Client's access to or use of the Offering, or any part of it, without notice in order to: (i) prevent damage to, or degradation of the integrity of, the Offering, Client Content or Client's systems; (ii) restrict excessive usage of the Offering by Client, and/or Users; (iii) comply with any law, regulation, court order or other governmental request or order applicable to Renoworks; or (iv) otherwise protect Renoworks from harm to its reputation or business. Renoworks will use commercially reasonable efforts to notify Client of a limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, Renoworks will restore Client's access to the Offering when Renoworks determines the event has been resolved. Nothing in this Agreement will limit Renoworks' right to take any action or

invoke remedies, or will act as a waiver of Renoworks' rights in any way with respect to any of the foregoing activities. Renoworks will not be responsible for any loss or damages of any kind incurred by Client as a result of any limitation, termination or suspension of the Offering under this Section 2(g).

(h) Primary Contacts. Each Party will appoint one of its employees to serve as the primary business contact for such Party (each, a "**Primary Contact**"), and will provide written notice to the other Party of its Primary Contact's name and contact information promptly following the Effective Date. Each Party will ensure that all instructions given by such Party in relation to the matters contemplated in this Agreement will be given by its Primary Contact to the other Party's Primary Contact. A Party may change its Primary Contact at any time by providing written notice of such change to the other Party.

(i) Change Order Procedure. At any time during the Term, Client may request that Renoworks make or permit reasonable changes to the scope of the Service or the Custom Services. To request a change, Client will deliver a Change Request to their Primary Contact, specifying the proposed change and the objective of the proposed change. Within a reasonable period after Renoworks' receipt of the Change Request, Renoworks will deliver to Client a written response: (a) specifying how the proposed change would be implemented; (b) describing the additional charges, if any, that would result from the implementation of the change; and (c) if applicable describing any other consequential changes to the terms of this Agreement and/or any SOW. Renoworks may decline a requested change for any reason in Renoworks' sole discretion, acting reasonably. Client may accept or decline a response to a Change Request. If Client accepts a response to a Change Request, the terms of the request and the response shall be incorporated into a change order signed by both Parties (a "**Change Order**"), which will be deemed part of this Agreement and will be implemented by Renoworks.

(j) Subcontractors. Client acknowledges and agrees that Renoworks may retain the services of independent contractors and third party vendors ("**Subcontractors**") from time to time to provide, or to assist Renoworks in providing, the Offering.

(k) Required User Interface Inclusions. Client acknowledges and agrees that the following user-interface elements shall be included on each Client webpage that includes Renoworks Property, to protect the proprietary rights of Renoworks Property and comply with privacy obligations set out in the Privacy Policy:

   (i) A URL link to the Terms of Service and Privacy Policy in the footer of the webpage;

   (ii) Acknowledgement check boxes and/or notice text on all account creation and other forms to notify the user of the Terms of Service and Privacy Policy and obtain consent to receive communication;

   (iii) Reasonable notices with regards to Renoworks' proprietary rights in and to the Renoworks Property; and

   (iv) The slogan "Powered by Renoworks" or a similar logo and accompanying URL link in the form provided by Renoworks to be located on bottom right of the display as well as the design report.

(l)   Personal Information. As between Client and Renoworks, to the extent permitted by law, Personal Information is and will remain the exclusive property of Client. Renoworks will comply with all reasonable and lawful directions of the Client relating to access to Personal Information in the possession or control of Renoworks, unless Client's direction would require Renoworks to violate this Agreement, the Terms of Service, Privacy Policy, Privacy Law, or any other applicable law, in which event Renoworks will not be required to comply with Client's direction.

(m)   Benchmark Data. Client acknowledges that Renoworks may use Anonymous Data to create benchmark data that may be shared with Client and third parties. Non-anonymized information and Personal Information will not be shared for benchmark purposes.

3.   Intellectual Property

(a)   Ownership of Client Content. Renoworks expressly acknowledges and agrees that, as between Client and Renoworks, Client is the owner of and has exclusive rights, title and interest in and to Client Content now and in the future on a worldwide basis, and that such information is further protected as Client's Confidential Information. Subject to the terms and conditions of this Agreement, Client grants to Renoworks a non-exclusive, royalty-free, fully paid-up, worldwide license to copy, reproduce, modify, develop, access, collect, store and use the Client Content during the Term: (i) as necessary to provide the Offering to Client; and (ii) to generate Anonymous Data which will be owned by Renoworks. Client will ensure Renoworks' use of any Client Content in accordance with the terms of this Agreement will not violate the rights of any third party.

(b)   Ownership of Custom Services Work Product. Unless otherwise agreed to between the Parties in an SOW or Change Order, all right, title, and interest in and to the Custom Services and any work product and deliverables resulting from the Custom Services, including without limitation any intellectual property rights therein and thereto, shall, as between the Parties, be owned solely and exclusively by Renoworks.

(c)   Freedom to Use Ideas. For clarity, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed regarding the provision of the Offering or Renoworks' Intellectual Property during the course of this Agreement by Renoworks and/or Renoworks personnel or Subcontractors may be used by Renoworks without limitation, including by or for its clientele.

(d)   Retention of Rights. Except as expressly set forth in this Agreement: (i) Renoworks retains all right, title, and interest in and to the Renoworks Property; and (ii) Client acknowledges that nothing contained in this Agreement will constitute an assignment or transfer of the Renoworks Property to Client.

4.   Client Responsibilities and Restrictions

(a)   Client Responsibilities and Restrictions. Client agrees that Client will not, and will not permit any person (including Users) to:

(i)   use the Offering other than as permitted by this Agreement;

(ii)   use the Offering in violation of any law, regulation or rule;

(iii)   copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile, modify or adapt the Offering or any part thereof or otherwise attempt to discover any source code of the Offering;

(iv)   license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Offering available to any third party, other than to the Users, or any use otherwise than as expressly permitted under this Agreement;

(v)   use the Offering to upload, collect, transmit, store, use or process, or ask Renoworks to obtain from third parties, any data: (A) that Client does not have the lawful right to copy, transmit, distribute and display (including any Client Content that would violate any confidentiality or fiduciary obligations that Client might have with respect to the Client Content); (B) for which Client does not have the consent or permission from the owner of any Personal Information contained therein; (C) that infringes, misappropriates or otherwise violates any Intellectual Property or other proprietary rights of any third party; (D) that is tortious, defamatory, obscene or offensive; or (E) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability;

(vi)   use the Offering to send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, Personal Information or property of another;

(vii)   use the Offering in a manner that interferes with or disrupts the integrity or performance of the Offering;

(viii) attempt to gain unauthorized access to the Offering or its related systems or networks;

(ix)   probe, scan or attempt to penetrate or ascertain the security of the Offering in any manner;

(x)   use any data mining, robots or similar data gathering or extraction methods; or

(xi)   use or access the Offering for purposes of competitive analysis of the Offering, the development of a competing product or service or any other purpose that is to Renoworks' commercial disadvantage.

(b)   Client Content. As between Renoworks and Client, Client is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of the Client Content.

5. **Payment Terms**

(a) Fees. Client will pay to Renoworks the Subscription Fee and any fees for Custom Services as set forth in any applicable SOW or Change Order (collectively, the "**Fees**") in accordance with the payment terms set forth in this Agreement.

(b) Invoicing. Unless otherwise agreed to by the Parties in an SOW or Change Order, the Fees will be billed in advance on an annual basis. Fees for Custom Services will be billed as set forth in the applicable SOW. Client agrees to pay all invoices within 30 days of receipt. If Client in good faith believes that Renoworks has billed Client incorrectly, Client must notify Renoworks in writing no later than 30 days after the date of the receipt of the invoice. The Parties shall cooperate in good faith to resolve any billing concern raised by Client within 30 days after Client notifies Renoworks. Renoworks reserves the right to charge interest at the rate of the lesser of (i) 2% monthly (24% annually), or (ii) the maximum amount allowed by law, in respect of invoiced amounts that have remained unpaid for more than 30 days from the date of receipt of such invoices except for unpaid disputed amounts.

(c) Taxes. The Fees are exclusive of any taxes, levies, duties or similar governmental assessments of any nature including value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Client will be responsible for self-assessment of and self-remission of any and all Taxes associated with this Agreement to the applicable collecting agency or party. In the event that Renoworks pays Taxes on behalf of Client, Client will reimburse Renoworks for its payment of all Taxes, fees or assessments imposed by any governmental authority upon the services provided hereunder to Client (excluding taxes based upon Renoworks' income).

6. **Warranties**

(a) Renoworks Warranties. Renoworks represents, warrants and covenants to Client that:

    (i) the Offering will perform materially as described in any applicable this Agreement and the Documentation, and the sole remedy for any failure of the Offering to perform is for Renoworks to use reasonable efforts to cause the Offering to perform in accordance with their Documentation in accordance with Renoworks' then-current standard support and maintenance policies; and

    (ii) it will perform the Custom Services in a diligent and businesslike manner using reasonable care and skill.

(b) Client Warranties. Client represents, warrants and covenants to Renoworks that Client will comply with all Privacy Laws in its use of the Offering, including Client's provision, disclosure, receipt, use, retention and destruction of Personal Information.

(c) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6(c): (I) THE OFFERING IS PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND; (II) EACH PARTY HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY,

COMPLETENESS, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE; AND (III) RENOWORKS DOES NOT WARRANT THAT THE OFFERING WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, AND RENOWORKS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CLIENT IN CONNECTION WITH CLIENT'S USE OF THE OFFERING IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CLIENT FOR ANY PURPOSE WHATSOEVER.

7.   Term and Termination

(a)   <u>Term</u>. Unless otherwise agreed to by the Parties in the initial SOW, the term of this Agreement and Client's subscription to the Service will commence on the Effective Date and remain in effect until three years following the Go-Live Date (the "**Initial Term**"), and thereafter shall automatically renew for successive one year terms (each a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless a Party gives written notice to the other Party at least 60 days before the expiration of the then-current Initial Term or Renewal Term advising that it wishes to terminate this Agreement and Client's subscription to the Service at the end of such Initial Term or Renewal Term. In addition to any other terms of this Agreement which may modify the Subscription Fee payable hereunder, Renoworks may increase the Subscription Fee for Renewal Terms (1) by up to 5%, by providing Client notice of such increase 30 days before the expiration of the then-current Initial Term or Renewal Term, or (2) by any other amount, by providing Client with notice of such increase at least 60 days before the expiration of the then-current Initial Term or Renewal Term.

(b)   <u>Termination</u>. Without prejudice to any other rights or remedies which it may have, either Party may terminate this Agreement:

(i)   if the other Party materially breaches this Agreement (which shall include any failure to pay any Fees owing under this Agreement), and such breach remains uncured (if curable) 30 days after receiving written notice of such breach; or

(ii)   immediately by notice to the other Party if (1) the other Party is declared insolvent or bankrupt, (2) a petition is filed in any court to declare the other Party bankrupt or for a reorganization under bankruptcy law or similar statute and such petition is not dismissed in 60 days, or (3) a trustee in bankruptcy or a receiver or similar entity is appointed for the other Party; and

(c)   <u>Termination of SOWs</u>. Each SOW will immediately terminate upon the termination or expiry of this Agreement.

8.   Effect of Termination

(a)   Upon any termination or expiry of this Agreement, Client will immediately cease any and all use of the Offering, all rights granted herein will revert to the granting Party and all licenses will terminate. This Section 8(a) is subject to any rights or obligations expressly surviving the termination or expiry of this Agreement.

(b)   Sections 2(f), 2(m), 3, 4(b), 5, 6 and 8 through 12 shall survive the termination or expiry of this Agreement.

9. **Liability Limitations**

(a) <u>Limitation of Liability</u>: EXCEPT WITH RESPECT TO (1) A PARTY'S BREACH OF SECTION 11 (CONFIDENTIALITY), (2) ANY INDEMNITY OBLIGATION OF A PARTY UNDER THIS AGREEMENT, AND/OR (3) CLAIMS FOR FEES OWING UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN COLLECTION:

(i) IN NO EVENT WILL A PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS IN AGGREGATE IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO RENOWORKS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT; AND

(ii) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE OR GOODWILL, (III) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE.

IN NO EVENT SHALL RENOWORKS BE LIABLE FOR PROCUREMENT OR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

(b) <u>No Jury Trial</u>. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(c) <u>No Participating in Class Action</u>. CLIENT AGREES THAT, WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, CLIENT HEREBY GIVES UP ITS RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

10. **Indemnities**

(a) <u>Renoworks Indemnity</u>. Renoworks will defend, indemnify and hold Client harmless from and against all third party claims, suits, demands, or actions ("**Claims**"), and shall indemnify Client against all costs, expenses and resulting damages awarded (including reasonable attorneys' fees) to the extent arising from: (i) a claim that the Service, as provided, infringes any Intellectual Property of a third party in Canada or the United States; or (ii) any grossly negligent, willful misconduct or fraudulent action of Renoworks. Notwithstanding the foregoing, Renoworks shall have no liability to Client for any infringement action which arises out of a breach of the terms and conditions of this Agreement by Client or Client's use of the Service (1) after it has been modified by Client or a third party without Renoworks' prior written consent, or (2) in combination with any other service, equipment, software or process not provided by Renoworks. In the event that the Service are held to or believed by Renoworks to infringe, Renoworks will have

the option to: (A) replace or modify the Service to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality; (B) obtain for Client the right to continue using the Service; or (C) if both (A) and (B) are not reasonably practicable, terminate this Agreement and refund to Client the pro rata portion of the Subscription Fee paid to Renoworks for the Service not provided by Renoworks after the date of termination.

(b)   Client Indemnity. Client will defend, indemnify and hold Renoworks harmless from and against all Claims, and shall indemnify Renoworks against all costs, expenses and resulting damages awarded (including reasonable attorneys' fees) to the extent arising from: (i) a claim that the Client Content infringes any Intellectual Property of a third party or any other third party right; or (ii) any grossly negligent, willful misconduct or fraudulent action of Client.

(c)   Conditions. Any Party that is seeking to be indemnified under the provision of this Section 10(c)(an "**Indemnified Party**") must (i) promptly notify the other Party (the "**Indemnifying Party**") of any Claim, and (ii) give the Indemnifying Party the sole control over the defense of such Claim. However, if an Indemnified Party fails to notify the Indemnifying Party promptly, the Indemnifying Party will be relieved of its obligations under this Section 10(c) only if and to the extent that its ability to defend the Claim is materially prejudiced by such failure. The Indemnifying Party may settle or compromise a Claim without the Indemnified Party's prior approval of any such settlement or compromise only if (A) such settlement involves no finding or admission of any breach by an Indemnified Party of any obligation to any third party, (B) such settlement has no effect on any other claim that may be made against an Indemnified Party or any defense that an Indemnified Party may assert in any such claim, and (C) the sole relief provided in connection with such settlement is monetary damages that are paid in full by the Indemnifying Party. Upon the Indemnifying Party's assumption of the defense of such Claim, the Indemnified Party will cooperate with the Indemnifying Party in such defense, at the Indemnifying Party's expense.

11.   Confidentiality

(a)   Obligation. The Receiving Party agrees (i) to hold the Disclosing Party's Confidential Information in strict confidence, (ii) to limit access to the Disclosing Party's Confidential Information to those of its employees, contractors or agents having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein, and (iii) not to use the Disclosing Party's Confidential Information for any purpose except as expressly permitted hereunder. Notwithstanding the foregoing, the Receiving Party will not be in violation of this Section 11(a) with regard to a disclosure that was in response to a valid court order, the advice of outside legal counsel that such disclosure must be made by it in order that it not commit a violation of law or requirement by a court or other governmental body, provided that the Receiving Party gives the Disclosing Party prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such Confidential Information.

(b)   Exceptions. The restrictions on use and disclosure of Confidential Information set forth in Section 11(a) will not apply to any Confidential Information, or portion thereof, which (i) is or becomes a part of the public domain through no act or omission of the Receiving

Party, (ii) was in the Receiving Party's lawful possession prior to the disclosure, as shown by the Receiving Party's competent written records, (iii) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, as shown by the Receiving Party's competent written records, or (iv) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure.

(c)   Deletion of Confidential Information. A Receiving Party will delete or destroy (at the Disclosing Party's direction) all Confidential Information of the Disclosing Party which it has in its custody or control within 30 days following the Receiving Party's receipt of a written request from the Disclosing Party to do so. For clarity, the foregoing does not limit the right of either Party to retain such information as required by law or as permitted under this Agreement.

12.   General Provisions

(a)   Interpretation. In this Agreement: (i) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (ii) all usage of the word "including" or the phrase "e.g.," in this Agreement shall mean "including, without limitation," throughout this Agreement; (iii) all dollar amounts are expressed in US dollars unless expressly provided otherwise in the applicable SOW. Headings and the division of this Agreement into sections are for convenience of reference only and shall not affect the interpretation hereof.

(b)   Injunctive Relief. Each Party acknowledges that irreparable harm may result if it breaches its obligations under Section 3 or 11. Each Party acknowledges that such a breach would not be properly compensable by an award of damages and that, in addition to any other available remedies, each Party shall be entitled to seek injunctive relief to prevent a threatened or actual breach of its Intellectual Property rights or the misuse, threatened misuse, disclosure or threatened disclosure of its Confidential Information.

(c)   Arbitration. Subject to Section 12(b), any dispute or claim arising out of or relating to this Agreement will be referred to and finally resolved by arbitration pursuant to the *Arbitration Act* (Alberta) or the *International Commercial Arbitration Act* (Alberta), as applicable. The arbitration will be before a single arbitrator chosen by agreement of the Parties or, failing agreement, appointed pursuant to the *Arbitration Act* (Alberta) or the *International Commercial Arbitration Act* (Alberta), as applicable, on application by either Party. The fees and expenses of the arbitrator will be borne equally between the Parties. The arbitrator may order interest on any award and the arbitrator may award costs to either Party. In the absence of any such award of costs, each of the Parties will bear its own costs of the arbitration. The arbitration will take place in Calgary, Alberta, unless the Parties agree otherwise.

(d)   Governing Law. This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

(e)   <u>No Rights</u>. Unless otherwise expressly provided for in this Agreement, no rights or licenses to any data, information, technology, trademarks or any other item containing the Intellectual Property of a Party or any third party are granted by virtue of this Agreement.

(f)   <u>Force Majeure</u>. If the performance of any obligation hereunder, except non-payment of amounts due hereunder, is interfered with by reason of any circumstances beyond a Party's reasonable control, including acts of God, epidemics, pandemics, labor strikes and other labor disturbances, power surges or failures, Internet connectivity, or the act or omission of any third party (each, a "**Force Majeure Event**"), the Party shall be excused from such performance to the extent necessary. Each Party will use reasonable efforts to implement industry standard procedures to minimize the disruption of such Force Majeure Events and shall use reasonable efforts to remove such causes of non-performance.

(g)   <u>Right to List as a Client</u>. Client agrees that Renoworks may utilize Client's name, logos and/or trademarks in its listings of current customers. Use of Client's name, logos and/or trademarks in any other marketing materials or press announcements will be submitted to Client in advance for approval, provided that such approval will not be unreasonably withheld or delayed.

(h)   <u>Compliance with Export Regulations</u>. Client has or will obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals, and will indemnify and hold Renoworks harmless from, and bear all expense of, complying with all foreign and domestic laws, regulations or requirements pertaining to the importation, exportation or use of the technology to be developed or provided herein. Client will not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws.

(i)   <u>Entire Agreement</u>. The terms and conditions of this Agreement supersede and replace all previous and contemporaneous agreements, proposals or representations related to the Offering.

(j)   <u>Assignment</u>. Neither Party shall be permitted to assign this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Renoworks shall have the right to assign this Agreement to an affiliate or in connection with a merger, amalgamation, transfer of control, reorganization or sale of all or substantially all of its assets or equity interests. Notwithstanding the foregoing, in order for any assignment to be effective, the assignee must (i) agree in writing to be bound by the terms of this Agreement, and (ii) have the financial ability to meet the contractual obligations of this Agreement.

(k)   <u>Severability; Waiver</u>. In the event that any provisions of this Agreement shall be found to be illegal, void or unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of the Agreement shall remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. Other than as expressly stated herein, the remedies provided

herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(l)   Relationship of Parties. The Parties are independent contractors. No agency, partnership, joint venture or employment relationship is created as a result of this Agreement, and each Party does not have any authority of any kind to bind the other in any respect whatsoever and neither Party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied in the other Party's name or on its behalf.

(m)   No Third Party Beneficiaries; Enurement. There are no third party beneficiaries to this Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(n)   Notices. All notices, demands, consents, authorizations, approvals and other communications under this Agreement must be given in writing to the other Party at: (i) if to Client, to Client's email or postal address set out on the first page of this Agreement; or (ii) if to Renoworks, to:

> Renoworks Software Inc.
> 2721 Hopewell Place NE
> Calgary, AB, Canada
> T1Y 7J7
>
> Attention: Doug Vickerson, CEO
> Email: doug.vickerson@renoworks.com

Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (1) delivered personally, (2) sent via certified mail (return receipt requested); (3) sent via electronic mail (with confirmation of receipt), or (4) sent by recognized air courier service. A Party may change its address for notice under this Agreement by giving written notice to the other Party by the means set forth in this Section 12(n).

(o)   Rights and Remedies. Except as specifically provided in this Agreement, the rights and remedies provided in this Agreement and all other rights and remedies available to either Party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity, neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.

(p)   Further Assurances. Each Party will from time to time and at all times do such further acts and execute and deliver such further documents as may be reasonably required in order to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

(q)   Execution. This Agreement will be posted online at the time of subscription and shall be deemed to be executed when the Client clicks the checkbox to agree to the terms of service or otherwise expressly indicates an intention to be bound by this agreement at the time of subscription.