

RESVR PROFESSIONAL SERVICES TERMS AND CONDITIONS

This professional services agreement (the “**Agreement**”) is entered into as of the Effective Date indicated on the Order Form, by and between the Customer and ResVR Inc. This Agreement consists of: (i) the Order Form; (ii) the attached Terms and Conditions; and (iii) any other terms incorporated herein.

1. SERVICES

1.1 Provision of the Services. “**Services**” means work performed by ResVR for Customer pursuant to the Sign-Up Form. The provisions of this Agreement shall apply to Services provided to Customer. Customer may contract for Services under this Agreement by entering into a Sign-Up Form which shall set out the specific terms relating to such Services. For the purpose of this Agreement, “**Deliverables**” refer to digital renderings of floor plans and upgrade models. ResVR may engage third parties to assist it in providing the Services or any part thereof.

1.2 Sign-Up Form. Each Sign-Up Form shall be governed by the terms of this Agreement and shall incorporate its terms by reference. ResVR’s ability to respond to requests for Services shall be subject to availability of ResVR personnel. ResVR may require Customer to issue a purchase order or alternative document acceptable to ResVR, before commencement of Services under the applicable Sign-Up Form.

1.3 ResVR Digital Platform. As part of the Services, ResVR may provide Customer with access to its online digital rendering and visualization platform (the “**ResVR Digital Platform**”) at its sole discretion. In the event Customer wishes to access the ResVR Digital Platform, Customer will agree to and abide by the terms of use provided by ResVR, which are hereby incorporated by reference.

2. TERM

This Agreement will commence on the Effective Date and continue to be in effect two years (the “**Initial Term**”). The Term will automatically renew for successive periods of two years (each renewal term is together with the Initial Term, the “**Term**”), unless either party provides the other party with written notice of its intention not to renew not less than 30 days prior to the end of the then-current Term.

3. CHARGES, PAYMENT AND TAXES

3.1 Fees for Services. Customer will pay to ResVR the fees described in the Sign-Up Form (the “**Fees**”). Services shall be provided on usage and subscription basis, depending on the number of Floor Plans, Upgrade Packages, and other Services requested by Customer. Unless otherwise noted in a Sign-Up Form: (i) all Fees are identified in Canadian dollars; (ii) Fees are non-cancelable and non-refundable; and (iii) quantities purchased cannot be decreased during the Term.

3.2 Changes to the Fees. ResVR reserves the right to change the Fees and institute new charges upon providing not less than 45 days prior notice to Customer prior to the expiration of the then-current Term.

3.3 Invoicing and Payment. ResVR shall invoice Customer as outlined in the Sign-Up Form. Invoices shall be payable on the date of invoice using a pre-authorized debit withdrawal from the account specified by customer. Any invoiced amount which remains unpaid after 30 days shall be subject

to late penalty fees of 2% per month (26.8% per year) compounded monthly calculated from the due date until the amount is paid. Access to ResVR software may be terminated as a result of non-payment.

3.4 Suspension and Termination. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. ResVR's provision of the Services may be suspended at any time at ResVR's sole discretion. Any suspension of the Services by ResVR pursuant to the terms of this Agreement will not excuse Customer from its obligation to make payments under this Agreement.

3.5 Taxes. Fees do not include and Customer shall be responsible for payment of taxes imposed on the fees payable by Customer under this Agreement. If ResVR is required to pay or collect any federal, provincial, or excise taxes based on the Services provided under this Agreement, the taxes shall be billed to and paid by Customer. In no event will Customer be liable for taxes on ResVR's income.

4. CHANGE PROCESS

In order to make a change to the Services described in a Sign-Up Form, Customer will submit a written request to ResVR specifying the proposed changes in detail in accordance with ResVR's change management and control procedures. ResVR will submit to the Customer an estimate of the fees and the anticipated changes in the delivery schedule that will result from the proposed change in Services ("**Change Order**"). ResVR will continue performing the Services in accordance with this Sign-Up Form until the parties agree in writing on the change in scope of work, scheduling and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. ResVR shall not be responsible for the change unless Customer and ResVR specifically agree to the change in accordance with this section.

5. COOPERATION

Customer acknowledges that the timely provision of the Customer Dependencies as set out in the Sign-Up Form and the Customer Data are essential to performance of any Services and that ResVR's ability to complete any Services is dependent upon the same. For the purpose of this Agreement, "**Customer Data**" means any data, information, content, records, and files, including personal information, that Customer provides or otherwise makes available to ResVR (excluding Aggregated Data and ResVR Property).

6. OWNERSHIP AND LICENCE

6.1 Deliverables. ResVR grants to Customer a perpetual, non-exclusive, non-assignable, royalty-free, license to use the Deliverables for Customer's internal business purposes. ResVR shall retain all rights, title and ownership interests to the Deliverables, including all intellectual property rights. Customer shall not reverse engineer, disassemble, decompile or make any unauthorized copies of the Deliverables or any portion thereof.

6.2 Customer Data. As between ResVR and Customer, Customer retains all ownership and intellectual property rights in and to Customer Data. Customer grants to ResVR, and its subcontractors a nonexclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up right to a access, collect, use, process, store, disclose, transfer, transmit, copy, modify and display Customer Data to: (i) provide the Services; (ii) improve and enhance the Services and its other offerings; and (iii) produce and

generate data, information, or other materials that are anonymized and not identified as relating to a particular individual or company (such data, information and materials, the “**Aggregated Data**”). ResVR may use, process, store, disclose and transmit the Aggregated Data for any purpose and without restriction or obligation to Customer of any kind. As between ResVR and Customer, all right, title, and interest in Aggregated Data, and all intellectual property rights therein, are retained solely by ResVR.

6.3 ResVR Intellectual Property Rights. ResVR or its licensors retain all ownership and intellectual property rights in and to: (i) the Services (including the ResVR Digital Platform); (ii) anything developed or delivered by or on behalf of ResVR under this Agreement; (iii) all other ResVR’s Confidential Information, including but not limited to, any reports generated from the Services or any Aggregated Data; and (iv) any modifications to the foregoing (i), (ii) and (iii) (collectively “**ResVR Property**”). All rights not expressly granted by ResVR to Customer under this Agreement are reserved.

6.4 Feedback. Customer grants to ResVR a worldwide, perpetual, irrevocable, sublicensable and royalty-free license to use and incorporate into the Services, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer (“**Feedback**”). Nothing in this Agreement will restrict ResVR’s right to use, profit from, disclose, publish or otherwise exploit any Feedback, without compensate or obligation to the Customer. ResVR is not obligated to use any Feedback.

7. CONFIDENTIALITY

7.1 Confidential Information. All non-public, confidential or proprietary information of either party including, but not limited to, information about such party’s business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, disclosed by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), or otherwise learned by the Receiving Party in connection with this Agreement, is considered “**Confidential Information**”.

7.2 Obligations. The Receiving Party will take industry standard precautions to safeguard the Disclosing Party’s Confidential Information, which will in any event be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type during the Term and indefinitely thereafter. The Receiving Party will not, except to exercise its license rights or perform its obligations under this Agreement: (i) disclose Confidential Information of the Disclosing Party to any person; or (ii) use Confidential Information of the Disclosing Party. The Receiving Party shall not be obligated to erase Confidential Information contained in an archived computer system backup made in accordance with its security or disaster recovery procedures, provided that such archived copy, until its erasure or destruction: (i) will be stored securely s; and (ii) shall remain fully subject to the this Agreement.

7.3 Exceptions. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) in the case of ResVR, Aggregated Data, or (e) is independently developed by the other party. Confidential Information may be disclosed by a court order or in connection with a judicial or arbitration process, provided that the party required to disclose such

Confidential Information first gives the other party reasonable notice of such order or process, if permitted by law, and co-operates in efforts to obtain a protective order.

7.4 Personal Information. Customer understands that all personal information will be treated in accordance with ResVR's privacy policy located at www.resvr.com as may be updated by ResVR.

8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

8.1 Mutual Representations and Warranties. Each party represents and warrants to the other that (i) it will at all times comply with applicable law; (ii) it has the right and authority to enter into this Agreement and to grant all rights granted by it; and (iii) the execution, delivery, and performance of this Agreement will not violate, conflict with, require consent under, or result in any breach or default under and of the provisions of any contract or agreement to which it is a party.

8.2 Customer Representations and Warranties. Customer further represents and warrants that (i) the Customer Data will only contain data and Personal Information in respect of which Customer has provided all notices and disclosures, obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by and in compliance with applicable laws, including applicable privacy laws, to enable ResVR to provide the Services; and (ii) the Customer Data is and at all times will be accurate, complete, and up-to-date.

8.3 ResVR Representations and Warranties. ResVR further represents and warrants that the Services will be performed consistent with generally accepted industry standards. For any breach of the foregoing warranty, Customer's sole and exclusive remedy, and ResVR's entire liability, shall be the re-performance of the Services for which non-compliance with the warranty is reported within 30 days of performance of the Services. The warranty in this section is the only warranty with respect to the Services AND IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.4 ResVR Disclaimers

- (i) Customer acknowledges and agrees that ResVR does not provide professional advice, opinions or analysis on floor plans, pricing or any other professional or legal advice as it relates to any digital frames of floor plans that may be generated through the Services.
- (ii) CUSTOMER ACKNOWLEDGES AND AGREES THAT IT USES AND RELIES UPON THE RESVR SERVICES AT ITS OWN RISK AND ACKNOWLEDGES THAT RESVR CANNOT GUARANTEE THAT ANY DELIVERABLES, DATA OR OTHER INFORMATION PROVIDED BY IT IS ACCURATE OR CURRENT.
- (iii) CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS RESPONSIBLE FOR THE ACCURACY OF THE DELIVERABLES. CUSTOMER WILL INFORM EACH CLIENT THAT DELIVERABLES CONSIST OF VIRTUAL RENDERINGS AND AS SUCH, MAY NOT BE AN ACCURATE REPRESENTATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT RESVR WILL NOT BE RESPONSIBLE FOR ANY FINES OR PENALTIES IMPOSED ON CUSTOMER BY ITS CLIENTS AS A RESULT OF CUSTOMER'S RELIANCE ON ANY DELIVERABLES OR OTHER OUTPUT GENERATED BY THE SERVICES.

- (iv) Customer will be responsible for, and assumes the risk of, any problems resulting from the content, accuracy, completeness and consistency of Customer Data and the Deliverables.

9. LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, or use, incurred by either party or any third party, even if the other party or any other person has been advised of the possibility of such damages. ResVR's liability for damages hereunder shall in no event exceed the amount of fees paid by Customer, under the applicable Sign-Up Form in the three-month period prior to the first event giving rise to the claim. ResVR's liability for loss of Customer Data shall be limited to making commercially reasonable efforts to re-install data from the Customer's last available back-up. The foregoing disclaimer and limitation of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

10. TERM AND TERMINATION

10.1 Termination for Breach. A party may terminate in this Agreement or a Sign-Up Form if the other party is in material breach of the Sign-Up Form and has not remedied the breach within thirty (30) days of written notice specifying the breach. Consent to extend the remedy period shall not be unreasonably withheld, so long as the breaching party has commenced to remedy the breach during the thirty day notice period and diligently pursues remedying the breach in good faith.

10.2 Termination for Bankruptcy. Either party may, by written notice, terminate this Agreement and/or the Services for cause if either party becomes the subject of any proceedings under any bankruptcy, arrangement, reorganization, dissolution, liquidation, insolvency, winding-up or similar law of any jurisdiction now or hereafter in effect, or subject to the appointment of or taking possession by a receiver, receiver-manager, interim receiver, monitor, liquidator, assignee, custodian, trustee, sequestrator or other similar agent or any substantial part of the party's assets or property.

10.3 Survival. The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, will survive expiration or termination of this Agreement: 3 (Fees), 6 (Ownership and License), 7 (Confidentiality), 8 (Representations, Warranties, and Disclaimers), 9 (Limitation of Liability), 10.3 (Effect of Termination), and 11 (General).

11. GENERAL

11.1 Governing Law and Jurisdiction. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable. Any legal action or proceeding relating to this Agreement shall be instituted in any federal or provincial court in Calgary, Alberta. ResVR and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

11.2 Relationship Between the Parties. The relationship between Customer and ResVR is that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties. Each party will be solely

responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each party will maintain appropriate worker's compensation for its employees as well as general liability insurance.

11.3 Notice. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to: (a) ResVR at 1732 25th Street SW Calgary AB T3C 1J6; or (b) to Customer at to the address listed in the Sign-Up Form. Each party is responsible for notifying the other if any of the address or contact information changes.

11.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

11.5 Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

11.6 Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement or a Sign-Up Form where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party ("**Force Majeure event**"). Should the performance of either party be prevented or delayed by such a Force Majeure event, the non-performing party shall be excused from further performance of the terms of this agreement so affected for so long as the circumstances of the Force Majeure event prevail.

11.7 Binding Agreement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

11.8 Assignment. Neither this agreement or any Sign-Up Form may be assigned or transferred in whole, or in part, by Customer without the prior written consent of ResVR. Any attempt to assign or transfer is null and void.

11.9 Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. Neither this Agreement nor a Sign-Up Form may be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage, or custom shall be deemed to amend or modify this Agreement or a Sign-Up Form. It is expressly agreed that any terms and conditions of Customer's purchase order shall be superseded by the terms and conditions of this Agreement and the applicable Sign-Up Form.