

WrightPlan User Agreement

This User Agreement (the "Agreement") is a legal agreement between You and WrightPlan Incorporated ("WrightPlan") respecting Your use of WrightPlan services as described herein and on WrightPlan's website. BY INDICATING YOUR ACCEPTANCE BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY OTHERWISE USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If You have any questions or concerns about the terms of this agreement, please contact us at support@wrightplan.com

1. Definitions

- 1.1. "Services" has the meaning set forth in Section 2 below.
- 1.2. "Software" means the WrightPlan software application hosted on WrightPlan's website and used to obtain the Services.
- 1.3. "You" or "Your" means the company or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity.
- 1.4 "Bug" is an issue with the software program that causes an error message to appear.

2. Our Responsibilities

- 2.1. **Description of the Services.** WrightPlan will provide users, through the Software, with the ability to do such functions as estimate, quote, produce and manage jobs, and schedule work execution in the manner described herein (the "Services"). Where desired by You, You may also provide WrightPlan with Your logo for inclusion with the Software used by You to obtain the Services. The Services are provided subject to the terms and conditions of this Agreement.
- 2.2. **Provision of Purchased Services.** WrightPlan will (a) make the Services and Content available to You pursuant to this Agreement, (b) provide applicable support Services to You as outlined in a separate agreement, (c) use commercially reasonable efforts to fix or remedy software Bugs and/or provide work arounds, (d) update the software to WrightPlan's latest version releases, (e) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime of which WrightPlan shall give advance electronic notice, and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving our employees), internet service provider failure or delay, non-WrightPlan application, or denial of service attack.
- 2.3. **Our Personnel.** WrightPlan will be responsible for the performance of our personnel and their compliance with our obligations under this Agreement, except as otherwise specified herein.
- 2.4. **Protection of Your Data.** WrightPlan will maintain administrative and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in our Privacy Policy. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the purchased Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as You expressly permit in writing. WrightPlan acknowledges that all Your specific data used or transmitted by or through Software, including employee information, customer information and marketing data is Your exclusive property, and WrightPlan will protect such data as Your confidential information and, where applicable, in accordance with WrightPlan's Privacy Policy, using commercially reasonable methods. However, You agree that WrightPlan is hereby granted a license to use such data to provide You with the Services, and may also process and combine portions of Your specific data and/or personal information obtained through the

Software and Services with other information into an aggregate form, such that the resulting information no longer personally identifies any individual or discloses specific Your confidential information. Such resulting information is used to obtain an overall picture of WrightPlan's products, services, customer sectors and/or usage patterns. As information and data processed through the Services may contain personal information of Your employees and/or third parties, You are solely responsible for obtaining all relevant permissions to enable You to grant the license set forth above, and to enable WrightPlan to collect such information and data through the Software and process it through the Services. WrightPlan will have no liability whatsoever respecting any claim by You or any third party whose information and data are collected in Your use of the Services, whether related to privacy or otherwise, in relation to WrightPlan's use of such information to provide the Services, and You agree to indemnify, defend and hold WrightPlan harmless against any such claims.

3. The Services

3.1. In order to use the Services, You must:

- (a) provide up-to-date, complete and accurate registration information, including Your first and last name, Your valid mailing address, Your phone number and Your valid email address;
- (b) provide up-to-date, complete and accurate banking information for a bank account that is valid and legally registered to You; and
- (c) provide up-to-date, complete and accurate credit card information for a credit card that is valid and legally registered to You; and
- (d) be at all times in compliance with the terms and conditions of this Agreement and applicable law.

You specifically agree that WrightPlan may rely on the accuracy of the information provided by You to WrightPlan, and that WrightPlan will have no liability whatsoever, whether to You or to any third party, for any claims or damages resulting from inaccurate information provided to WrightPlan.

3.2. WrightPlan will provide You with the ability to create one or more user IDs and/or passwords (the "Access Information"). You are only entitled to access and use the Services commensurate with the number of Access Information instances (ie. named users) that You have purchased from WrightPlan. For example if You have fifteen users, You will be permitted to set up fifteen names with corresponding logon user names and passwords, and access will be limited to only those users. WrightPlan will store the password Access Information in encrypted form. The Access Information is provided on the understanding that it is personal to You; You will not permit anyone other than You to obtain access to the Services using the Access Information. WrightPlan is not responsible or liable in any way for any use of the Services (authorized or unauthorized) by any party accessing the Services using Your Access Information, and You accept all responsibility for such use of the Services and any consequences resulting from such use of the Services.

3.3. Use of the Services may contain references to third parties, links to third party websites or documents, and may incorporate information obtained from third parties. All such references, links and information are provided "AS IS". Third party websites, documents, information, opinions, advice or statements (including those made by users of the Services) are not under the control of WrightPlan, and WrightPlan is not responsible or in any way liable for their contents, including without limitation their accuracy, reliability, copyright compliance, legality, decency, or any other aspect of their content. Other than to the limited extent required under applicable consumer protection law, under no circumstance will WrightPlan be liable for any loss or damage caused by Your reliance on information obtained through the Services or a third party linked site (including any opinions, statements or advice), or Your reliance on any product or service obtained from any user of the Services or any third party linked site. It is Your responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content available through the Services, or obtained from a third party linked site. You are responsible for viewing and abiding by the privacy statements and terms of use posted at any

third party website accessed through the Services and/or any other agreements entered into between You and such third party.

- 3.4. You acknowledge that, due to the nature of the Services, information or data uploaded to the Services will be hosted on third party cloud services, where the physical equipment containing data resides in jurisdictions other than Canada, over which WrightPlan has no direct control. By using the Services, You acknowledges that information and data may become, during the period that they are hosted on such servers, subject to the laws of the jurisdiction in which those servers reside and/or to the terms of agreements respecting the hosting of data on such servers. Although WrightPlan has made reasonable efforts to verify that its agreements with such server providers are reasonably protective of Your data, You acknowledges that WrightPlan has no liability for any acts or omissions of third parties in relation to such servers and the data stored on them. You therefore hereby release WrightPlan from all liability for any governmental or third party action taken in such jurisdictions with respect to such data (including Your information, data, and any results, such as metrics and analytic reports, based on such data) and/or the servers on which such data resides, and You acknowledge that You retain sole responsibility to back up and retain copies of such information, data and reports.

4. Your Use of the Services

4.1. You agree that:

- (a) You will not permit anyone other than an authorized representative of Your company or business to obtain access to the Services through Your WrightPlan account or otherwise using Your Access Information, and will only use the Services in accordance with this Agreement and applicable law;
- (b) You will ensure that any information that is provided to WrightPlan pursuant to this Agreement is true, accurate, current and complete;
- (c) You will be solely responsible for all activities with respect to the Services undertaken by You;
- (d) You will not use the Services for any commercial purposes or for the benefit of any third party;
- (e) You represent and warrant that You have the right and the authority to enter into this Agreement and to use the Services;
- (f) You agree to obtain all authorizations necessary from all third parties for Your use of any third party materials in conjunction with the Services;
- (g) You will ensure that Your use of the Services does not interfere with, degrade, or adversely affect any software, system, network or data used by any person including WrightPlan and other users of the Services (including by ensuring that You do not upload any viruses or other harmful code in using the Services or by placing an undue burden upon the CPUs, servers or other resources used to provide the Services);
- (h) You will not in any way use the Services to transmit harassing, abusive, libellous, illegal or deceptive messages or information, or to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including any infringement of intellectual property rights, any fraudulent activities, any deceptive impersonation, or any activities that violate any third party's privacy rights;
- (i) You will not interfere with or in any manner compromise any of WrightPlan's security measures;
- (j) You will not alter, modify, delete, or otherwise interfere with or in any manner compromise any content, data and/or features accessible through the Services or Software, including, without limitation, the content delivery and display functionality of the Services and Software.
- (k) You will cooperate with WrightPlan and provide information requested by WrightPlan to assist WrightPlan and/or relevant authorities in investigating or determining whether there has been a breach of this Agreement or applicable law.

Without limiting the foregoing, You agree not to violate any applicable laws, the rights of others, or the operational and security mechanisms of the Services.

- 4.2. The Services will be subject to the usage limitation policies as provided to You by WrightPlan from time to time, including in electronic form by posting on WrightPlan's website. Such policies may include limitations on data storage space and equipment and software requirements. You are solely responsible for compliance with such policies.
- 4.3. You are solely responsible for the selection, implementation, installation, maintenance and performance of any and all equipment, software and services used for using the Services (except for WrightPlan's computer systems and networks), including without limitation Your internal network infrastructure.
- 4.4. Although WrightPlan takes commercially reasonable methods to secure Your data, You acknowledge and agree that WrightPlan cannot guarantee data integrity, and WrightPlan shall not be liable for any reliance on WrightPlan as the single source storage point for Your data.
- 4.5. You acknowledge and agree that WrightPlan will exercise no control over Your use of the Services, and that You are solely responsible for complying with the provisions of this Agreement and all applicable laws respecting Your use of the Services. Notwithstanding the foregoing, in connection with WrightPlan's reasonable activities undertaken to deliver the Services in accordance with this Agreement, WrightPlan reserves the right to review any material stored in files or programs to which other users have access and has the right to edit or remove any material that, in its sole discretion, believes may be unlawful, obscene, abusive, or otherwise objectionable.
- 4.6. You agree to promptly and accurately report to WrightPlan any actual or apparent Bugs, errors, problems, nonconformities or other difficulties in Services, along with any other information reasonably requested by WrightPlan to aid in resolving such errors, problems, nonconformities or other difficulties, and hereby consent to the collection, processing, transmission and disclosure of such information by WrightPlan for the purposes of WrightPlan's internal use to improve the Services or other WrightPlan products or services.
- 4.7. You agree that, except to the extent that it contains your specific confidential information that you identify to us, any suggestions, Bug reports or other communications respecting the functionality of the Software or Services that You transmit to WrightPlan by any means (each, a "Submission"), is considered non-confidential and may be disseminated or used by WrightPlan or any third party without compensation or liability to You for any purpose whatsoever. By providing a Submission to WrightPlan, whether for inclusion on the Services or otherwise, You represent and warrant that You have all necessary permissions to grant the licenses below to WrightPlan. You hereby grant WrightPlan, its affiliates and successors a perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, distribute, transmit, modify, develop, prepare derivative works of any Submission on, through or in connection with the Service, including without limitation, for promoting, improving and developing the Services. This provision does not apply to personal information that is subject to WrightPlan's Privacy Policy.

5. The Software

- 5.1. WrightPlan hereby grants You a personal, non-exclusive, revocable, non-transferable license to use the Software solely as accessed through WrightPlan's website and solely for the purposes of using the Services. WrightPlan will provide You with standard Software upgrades, updates or versions that it offers to all customers subscribing for the Services, and such updates, upgrades and versions shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades, updates or versions. WrightPlan may also offer

additional modules for purchase, upon a separate written agreement with WrightPlan. You do not have the right to obtain or use any source code for the Software.

5.2. You shall not:

- (a) copy, reproduce, modify, enhance, improve, alter, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;
- (b) distribute, assign, license, sublicense, lease, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party on a temporary or permanent basis;
- (c) remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software (including without limitation any copyright notice or other notice of intellectual property ownership);
- (d) copy any written or electronic materials accompanying any portion of the Software unless specifically authorized in writing to do so by WrightPlan;
- (e) use the Software in any way inconsistent with the use parameters for the Services;
- (f) attempt to hack the Software or any communication initiated by the Software or to defeat or overcome any encryption and/or other technical protection methods implemented by WrightPlan with respect to the Software and/or data and/or content transmitted, processed or stored by WrightPlan or other users of the Services;
- (g) collect any information or communication about the users of the Services or Software by monitoring, interdicting or intercepting any process of or communication initiated by the Software or Services or by developing or using any software or any other process or method that engages or assists in engaging in any of the foregoing
- (h) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to be used to provide a means of surreptitious or unauthorized access to the Services or any computer system or that are designed to monitor, distort, delete, damage or disassemble the Software or its ability to communicate and perform the Services; or
- (i) authorize, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in (a) – (h) above, or attempting to do so.

For the purposes of this provision “copy or reproduce” shall not include copying of statements and instructions of the Software during program execution when used in accordance with and for the purposes described in the user documentation or in the course of making backups of the computer or system on which the Software is installed, in accordance with industry standard business practices.

5.3. You specifically acknowledge that the Software is not developed, or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous, time-sensitive or mission critical applications. You agree that WrightPlan shall not be liable for any claims or damages arising from such use if You use the Software for such applications. You agree to hold WrightPlan harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Software for such applications.

5.4. You hereby represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

6. Support and Training

6.1. Support, maintenance and training respecting the Software and Services will be provided in accordance with WrightPlan’s standard policies found on WrightPlan’s website, as updated from time to time, and shall be subject to Your payment of the fees (if any) set forth in such policies. Failure to pay such fees will result in WrightPlan declining to perform such support, maintenance and training. Any additional support and training must be subject to a written agreement between You and WrightPlan, which may include additional fees. Without limiting the foregoing,

You acknowledge that WrightPlan may decline to provide support and maintenance for any Software and Services if You have previously failed or declined to update the Software and Services offered by WrightPlan to the current version of Software and Services offered by WrightPlan, and may also suspend the provision of support and maintenance where You have failed to pay the applicable fees for such support and maintenance in a timely manner.

7. Fees for Services and Taxes

- 7.1. You agree to pay all applicable fees in connection with the Services selected by You. You authorize WrightPlan to automatically charge You for any and all fees incurred by You for Services. WrightPlan reserves the right to change its price list and to institute new charges at any time upon notice to You, which notice may be provided by means of updates on WrightPlan's website. Your use of the Services following such changes constitutes Your acceptance of any new or increased charges. All payments shall be made in accordance with WrightPlan's standard policies found on WrightPlan's website, as updated from time to time (including payment of any applicable expenses).
- 7.2. Except as otherwise specified herein or in an order form relating to the Services selected by You, (i) fees are quoted and payable in United States dollars, (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancellable and fees paid are non-refundable, and (iv) user subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; fees for user subscriptions added in the middle of a monthly period will be prorated and charged for the remaining days on that monthly period and any monthly periods remaining in the subscription term.
- 7.3. Where WrightPlan is unable to collect the fees owed by You due to insufficient funds in Your ACH or bank account as provided to WrightPlan, WrightPlan shall be entitled to bill You through Your credit card information, as provided to WrightPlan, for the amount due plus all fees and charges that may accrue due to such insufficient funds, such as NSF charges. Where Your credit card is rejected for any reason, You will also be responsible for any fees and charges associated with such rejection. The foregoing shall not limit WrightPlan's ability to exercise any rights available to it in law or equity respecting the collection of any amounts payable hereunder, and You shall also be responsible for paying for all reasonable fees and costs incurred by WrightPlan, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.
- 7.4. In addition to any other rights and remedies available to WrightPlan, WrightPlan shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law, such interest commencing as of the due date for such payment.
- 7.5. You are responsible for, and shall pay all taxes relating to this Agreement, excluding any taxes based on the net income of WrightPlan. Unless otherwise indicated, all amounts payable by You under this Agreement are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Services or Software, the execution of this Agreement or otherwise. If You are required to withhold any taxes from payments owed under this Agreement, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to WrightPlan shall equal the amount invoiced or otherwise due. You shall promptly furnish WrightPlan with copies of all official receipts evidencing payment of taxes due under or in relation to this Agreement to the appropriate taxing authority.

8. Privacy and Confidentiality

- 8.1. WrightPlan acknowledges that data and information that You input into the Software in order to use the Services may be confidential, and will take reasonable security measures in storing and processing such information to maintain the confidentiality of such information. Subject to the

exclusions provided herein, except as required to provide Services to You, WrightPlan will not disclose, allow access to, transmit or transfer any such confidential information to a third party without Your knowledge and express written consent. These confidentiality obligations shall not apply to information which WrightPlan can establish: (a) is, or becomes, available to the public other than through a breach of this Agreement, (b) was disclosed, lawfully and without breach of any contractual or other legal obligation, to WrightPlan by a third party without any confidentiality obligation attached to such information, (c) was lawfully known to WrightPlan without any confidentiality obligation prior to receipt of the information from You, (d) was independently developed or discovered by WrightPlan without any reference to any information obtained directly or indirectly from You, or (e) is required to be disclosed pursuant to any law, regulation, legal process, or governmental authority.

- 8.2. Your personal information will be handled in accordance with WrightPlan's Privacy Policy. To view WrightPlan's Privacy Policy, please visit the following link: <http://www.wrightplan.com/about-us/privacy-policy/>. Notwithstanding the foregoing, WrightPlan reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental authority.
- 8.3. Additionally, by submitting personal information to WrightPlan pursuant to this Agreement, including without limitation Your name, address, e-mail address and third party account information, You consent to the collection, processing, transmission and disclosure of such information by WrightPlan for the purposes of WrightPlan's provision of the Services and WrightPlan's internal use and specifically the purposes for which such information has been requested, such as billing requirements. You specifically agree that WrightPlan may disclose Your name, address, e-mail address and/or account information to third party service providers to the limited extent necessary to provide You with the Services.

9. Intellectual Property Rights

- 9.1. You are responsible for complying with all applicable intellectual property laws in Your use of the Services, and agree to indemnify, defend and hold WrightPlan harmless from any and all claims that arise as a result of Your non-compliance with intellectual property laws and/or Your infringement of any intellectual property rights.
- 9.2. You acknowledge that the Software is owned by WrightPlan, who retains all right, title and interest therein, and is protected by Canadian, U.S. and international copyright. In addition, other intellectual property laws (including patent laws) and treaties may protect the Software and Services. It is therefore Your responsibility to fully comply with such laws in using and handling the Services and Software. Nothing herein shall be construed as constituting a sale of the Software or any portion thereof to You.
- 9.3. You do not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Software, the Services, or any part thereof. Your only rights to the Software, the Services and any part thereof shall be those rights expressly licensed or granted to You under this Agreement. Any rights not expressly granted under this Agreement are reserved.

10. Warranties, Representations, Disclaimers

- 10.1. WrightPlan warrants that during Your subscription term (a) this Agreement and our Privacy Policy will accurately describe the applicable administrative and technical safeguards for protection of the security, confidentiality and integrity of Your data, (b) We will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the terms of this Agreement, and (d) WrightPlan will not materially decrease the overall functionality of the Services from the ones to which You have subscribed. For any

breach of the warranty above, Your exclusive remedies are those described in the “Limitation of Liability” sections below.

10.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. THE SERVICES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10.3. You acknowledge that WrightPlan has no control over, and no duty to take any action regarding any acts or omissions taken by You or any other user of the Services, including without limitation, how You or any other user may interpret or use materials accessed through the Services, or what actions You may take as a result of having been exposed to information obtained through the Services. Some jurisdictions do not allow the exclusion of certain warranties, so the above limitations or exclusions may not apply to You.

11. Limitation of Liability

11.1. The only type of damages that can be recovered against WrightPlan arising from or related to this Agreement including without limitation in relation to the provision of the Services, shall be your direct damages, if any, to the extent caused by WrightPlan’s breach of this Agreement, negligence, wilful misconduct, or violation of applicable laws. In no event shall the aggregate liability of WrightPlan exceed the amount paid by You for the portion of the Services that gave rise to the claim. WRIGHTPLAN SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF THE SERVICES.

11.2. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WRIGHTPLAN BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL OR PUNITIVE DAMAGES, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, COMPUTER OR MOBILE DEVICE FAILURE, PROBLEMS, LOSS OR DAMAGE ASSOCIATED WITH ANY USE OF THE SOFTWARE OR SERVICES, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT) WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, EVEN IF WRIGHTPLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

12. Indemnification

12.1. **Indemnification by Us.** WrightPlan will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the Software or Services infringes or misappropriates such third party’s intellectual property rights (a “**Claim Against You**”), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by WrightPlan in writing of, a Claim Against You, provided You (a) promptly give WrightPlan written notice of the Claim Against You, (b) give WrightPlan sole control of the defense and settlement of the Claim Against You (except that WrightPlan may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give WrightPlan all reasonable assistance, at WrightPlan’s expense. If WrightPlan receives information about an infringement or

misappropriation claim related to the Software or Services, WrightPlan may in our discretion and at no cost to You (i) modify the Software or Services so that they are no longer claimed to infringe or misappropriate, without breaching our warranties as described in this Agreement, (ii) obtain a license for Your continued use of that Software and Services in accordance with this Agreement, or (iii) terminate Your subscriptions for the Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim against You arises from data or information transmitted through the Services, any third party software or hardware used in conjunction with the Software or Services, or Your use of the Services in violation of this Agreement, the documentation or Privacy Policy

- 12.2. **Indemnification by You.** You will defend WrightPlan against any claim, demand, suit or proceeding made or brought against WrightPlan by a third party alleging that any of Your data or information infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Software in violation of the Agreement, the Privacy Policy, documentation or applicable law (each a "Claim Against Us"), and You will indemnify WrightPlan from any damages, attorney fees and costs finally awarded against WrightPlan as a result of, or for any amounts paid by WrightPlan under a settlement approved by You in writing of, a Claim Against Us, provided WrightPlan (a) promptly gives You written notice of the Claim Against Us, (b) gives You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases WrightPlan of all liability), and (c) give You all reasonable assistance, at Your expense.

13. Term and Termination

- 13.1. **Term of Agreement.** This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.
- 13.2. **Term of Purchased Subscriptions. Term of Subscriptions.** The term of each subscription shall be as specified in the applicable signed proposal or agreement. Except as otherwise specified in a proposal or agreement, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term, unless WrightPlan provides You notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable order form, renewal of promotional or one-time priced subscriptions will be at WrightPlan's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 13.3. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Neither party will have any liability to the other party or any third party in relation to the termination of this Agreement for any reason whatsoever.
- 13.4. **Refund or Payment upon Termination.** If this Agreement is terminated by You in accordance with Section 13.3 (Termination), WrightPlan will refund You any prepaid fees covering the remainder of the term of Your subscription after the effective date of termination. If this Agreement is terminated by WrightPlan in accordance with Section 13.3, You will pay any unpaid fees covering the remainder of Your subscription term(s). In no event will termination relieve You of Your obligation to pay any fees payable to WrightPlan for the period prior to the effective date of termination.

- 13.5. **Your Data Portability and Deletion.** Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, WrightPlan will make Your data available to You for export or download as provided in the Privacy Policy. After such 30-day period, WrightPlan will have no obligation to maintain or provide any of Your data, and will thereafter delete or destroy all copies of Your data in our systems or otherwise in our possession or control, unless legally prohibited.
- 13.6. Without limiting other remedies, WrightPlan may limit Your activity, issue a warning, temporarily or indefinitely suspend Your account and refuse to provide Services to you if: (a) You breach this Agreement or the documents it incorporates by reference; (b) WrightPlan is unable to verify or authenticate any information You provide; or (c) WrightPlan believes that Your actions may cause financial loss or legal liability for You, other users or WrightPlan. WrightPlan will make reasonable efforts to provide You with advance written notice of any such actions such that You may rectify the issue.
- 13.7. WrightPlan reserves the right to investigate suspected violations of this Agreement. You hereby authorize WrightPlan to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations and (2) system administrators at Internet service providers, networks or computing facilities, and other content providers in order to enforce the terms and conditions of this Agreement.
- 13.8. The above-described actions are not WrightPlan's exclusive remedies and WrightPlan may take any other legal, equitable or technical action it deems appropriate in the circumstances.

14. General Provisions

- 14.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out in this Agreement.
- 14.2. This Agreement is governed by the laws of the Province of Ontario, Canada, without regard to conflict of laws provisions, and You agree to submit to the exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement or to any contracts relating to goods or services obtained through this site.
- 14.3. You acknowledge and agree that by clicking on the "I AGREE" button (or similar buttons or links as may be designated by WrightPlan to show Your acceptance of this Agreement and/or Your agreement to download and install the Software and/or use the Services), You are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Software or the Services. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 14.4. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set

forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.

14.5. It is the express will of the parties that this Agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

14.6. If You are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this Agreement according to age and You are under such a jurisdiction and under such age limit, You may not enter into this Agreement and download, install or use the Software. Furthermore, if You are residing in a jurisdiction where it is forbidden by law to offer or use software for internet communication, You may not enter into this Agreement and You may not download, install or use the Software. By entering into this Agreement You explicitly state that You have verified in Your own jurisdiction if Your use of the Software and Services is allowed.

15. Contact

15.1. If You have any questions regarding this Agreement, or if You have any questions, complaints, claims or other legal concerns relating to WrightPlan or its business, please contact WrightPlan at:

Phone:

(519) 489-2320

Email: support@wrightplan.com

Mail:

30 Dupont Street East, Suite 204

Waterloo, Ontario, Canada

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