

Terms of Service

These Terms of Service (the "Agreement") is a legal agreement between you and SiteVue Inc. ("SiteVue") respecting your use of SiteVue services and software as described herein and on the quotation attached to this Agreement.

1. Definitions

1. "Services" has the meaning set forth in Section 2.1.
2. "Software" means any software application that you or a User must download to use the Services, as well as the SiteVue backend software platform that processes the photos and/or other supported data uploaded by you or Users in the course of using the Services.
3. "User" means a user of the Software or Services, that is your employee or contractor, and that has been authorized by you to use the Software or Services on your behalf.

2. The Services

- 2.1. SiteVue will provide you with the ability to obtain real-time monitoring of construction sites by means of photos taken by Users on supported smartphones and uploaded to the Software, and access to the collated photos organized by date and time, as well as any other features specified on the quotation attached to this Agreement (the "Services"). The Services are provided subject to the terms and conditions of this Agreement.
- 2.2. In order to use the Services, you must:
 - (a) provide up-to-date, complete and accurate payment and contact information as requested by SiteVue, such as credit card information for a credit card that is valid and legally registered to you;
 - (b) accept full responsibility of the use of Software and Services by your Users; and
 - (c) be at all times in compliance with the terms and conditions of this Agreement and applicable law.

You specifically agree that SiteVue may rely on the accuracy of the information provided by you to SiteVue, and that SiteVue will have no liability whatsoever, whether to you or to any third party (including Users), for any claims or damages resulting from inaccurate information provided to SiteVue. **You specifically acknowledge that the time and date information respecting any photos or other data uploaded to the Software by you or Users is obtained from the individual smartphones that generated the photos or data, and that you are solely responsible for ensuring the accuracy of such time and date information; SiteVue has no responsibility whatsoever for the accuracy of the time and date information attached to any photos or data obtained from you or Users or any inaccuracies in collated data or reports caused by inaccurate time and date information.**

- 2.3. SiteVue will provide you with certain information to allow you to use the Services, such as one or more user IDs and passwords and/or the ability to create user IDs and/or passwords (the "Access Information"). The Access Information is provided on the understanding that it is personal to you; you will not permit anyone other than you or your authorized representatives (including Users) to obtain access to the Services using the Access Information. SiteVue 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. For greater certainty, you are solely responsible for imposing any desired limitations to account permissions respecting your Users, enforcing User compliance with this Agreement, removing access to the Services from Users where desired (such as in the case of employee or contractor termination), and instructing Users respecting the usage of the Software and Services, and you shall be vicariously liable for any breach by Users of this Agreement.

- 2.4. SiteVue reserves the right to change, suspend or discontinue the Services at any time, including the availability of any feature or content, account access, or any promotion offered by SiteVue. SiteVue may also impose limits on the Services and/or terminate or restrict your access to parts or all of the Services without liability. Where feasible, SiteVue will provide you with advance notice of such changes, limitations or discontinuance; however, you acknowledges that such notice may not be feasible in all circumstances, and that SiteVue shall have no liability whatsoever for its failure to provide such notice to you.
- 2.5. In providing the Services, SiteVue is only responsible for the computers and networks hosting the back-end platform portion of the Software, and in any event, only to the extent that such computers and networks are wholly within SiteVue's control. You are solely responsible for the selection, implementation, installation, maintenance and performance of any and all other equipment, software and services used in conjunction with the Software including without limitation your internal network infrastructure, Internet Service Providers, and any mobile devices. SiteVue is specifically not responsible for any compatibility issues, communication lags or downtime respecting any such computers, networks, devices or ISPs.

3. Data Collection

- 3.1. SiteVue acknowledges that all your specific data used or transmitted by or through the Software, or processed by the Software (including inspection and other site data) is your exclusive property, and SiteVue will protect such data as your confidential information and, where applicable, in accordance with SiteVue's Privacy Policy, using commercially reasonable methods. However, you agree that SiteVue 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 your specific confidential information. Such resulting information is used to obtain an overall picture of the usage patterns of SiteVue's products and services, and SiteVue may disclose this anonymized, aggregate information to third parties, in its sole discretion. Notwithstanding the foregoing, nothing herein shall permit SiteVue to disclose any specific inspection or site data to any third party, whether or not such data is in an aggregate and non-personalized form, without your express written consent.
- 3.2. **As information and data processed through the Services may contain personal information of Users, your employees and/or third parties (such as photos of such persons), you are solely responsible for obtaining all relevant permissions to enable you to grant the license set forth in Section 3.1, and to enable SiteVue to collect and process such information and data through the Software. SiteVue will have no liability whatsoever respecting any claim by you, Users, or any third party whose information, identity and data are collected in your use of the Services, whether related to privacy or otherwise, in relation to SiteVue's use of such information to provide the Services, and you agree to indemnify, defend and hold SiteVue harmless against any such claims.**
- 3.3. You acknowledge that data obtained through the Services is not under the control of SiteVue, and SiteVue is not responsible or in any way liable for the content of such data, including without limitation its accuracy, reliability, effectiveness, standards compliance, copyright compliance, legality, decency, or any other aspect of their content. SiteVue does not assess data for its quality, usefulness or otherwise, and in particular has no responsibility whatsoever respecting the quality or usefulness of any photos or set of photos uploaded to the Software. Under no circumstance will SiteVue be liable for any loss or damage caused by your reliance on information obtained through the Services. Without limiting the foregoing, SiteVue does not assess customer data for quality or otherwise; metrics, analyses and reports generated by the Software are based solely on automatic Software functions, not the result of any specific examination of the data by SiteVue or its employees, or any judgment exercised by SiteVue or its employees respecting such specific data. It is solely your responsibility to ensure and evaluate the accuracy, completeness or usefulness of any content and data available through the Services, and you acknowledge that the quantity and quality of photos uploaded to the Services is solely within your control.

- 3.4. You acknowledge and agree that SiteVue cannot guarantee data integrity, and that it is solely your responsibility to back up any of your information and data (including photos, information and data obtained from Users through the Services) that you obtain or use in conjunction with the Services, including any reports or aggregation of data obtained through the Services.
- 3.5. You acknowledge and agree that SiteVue 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, SiteVue reserves the right to review any material stored in files or programs on the Servers, and has the right to edit or remove any material that, in its sole discretion, believes may be unlawful, obscene, abusive, or otherwise objectionable and/or to report such material to the appropriate authorities. SiteVue reserves the right to revoke service for any abusive conduct or fraudulent use of the Services and to cease the Services, temporarily or permanently, in the event that your use of the Services or the provision of the Services constitutes, in SiteVue's reasonable judgment, a threat to SiteVue's or any third party's computer systems, networks, files, materials or other data.
- 3.6. You acknowledge that, due to the nature of the Services, information or data uploaded to the Services may be hosted on servers residing in jurisdictions other than Canada, over which SiteVue has no direct control. By using the Services, you acknowledge that your 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 SiteVue has made reasonable efforts to verify that its agreements with such server providers are reasonably protective of your data, you acknowledge that SiteVue 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 SiteVue 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.

4. Your Use of the Services

- 4.1. You agree that:
 - (a) you will not permit anyone other than an authorized representative of your organization (including Users) to obtain access to the Services through your SiteVue 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 SiteVue 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 and your Users;
 - (d) you will not use the Services directly to provide commercial services to, or for the benefit of, any third party (however, the foregoing shall not prevent you from providing any reports or aggregation of data generated through the Services to any third party, nor from providing your photos to any third party);
 - (e) you represent and warrant that you have the right and the authority to enter into this Agreement, to use the Services, and to post or upload any content through the Software or otherwise provide such content and data to SiteVue;
 - (f) you agree to obtain all authorizations necessary from all third parties for your use of any third party data in conjunction with the Services, including without limitation obtaining permission and all necessary rights from any clients and/or owners of construction sites and properties to use their information in your business operations and/or permission to use the Services in relation to their sites;
 - (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 SiteVue 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 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 SiteVue'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; and
- (k) you will cooperate with SiteVue and provide information requested by SiteVue to assist SiteVue 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 agrees 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 policies as provided to you by SiteVue from time to time. Such policies may include limitations on data storage space, and equipment and/or 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 in conjunction with using the Services (except for SiteVue's computer systems and networks), including without limitation your internal network infrastructure.
- 4.4. You agree to promptly and accurately report to SiteVue any actual or apparent errors, problems, nonconformities or other difficulties in Services, along with any other information reasonably requested by SiteVue 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 SiteVue for the purposes of SiteVue's internal use to improve the Services or other SiteVue products or services.
- 4.5. You agree that any suggestions, bug reports or other communications respecting the functionality of the Software or Services that you transmit to SiteVue by any means (each, a "Submission"), is considered non-confidential and may be disseminated or used by SiteVue or any third party without compensation or liability to you for any purpose whatsoever. By providing a Submission to SiteVue, whether for inclusion on the Services or otherwise, you represent and warrant that you have all necessary permissions to grant the licenses below to SiteVue. You hereby grant SiteVue, its affiliates and successors a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, transmit, modify, develop, prepare derivative works of any Submission on, through or in connection with the Services, including without limitation, for promoting, improving and developing the Services.
- 4.6. You specifically acknowledge that neither the Software nor the Services are developed, or licensed for use in any inherently dangerous, time-sensitive or mission critical procedure. You agree that SiteVue shall not be liable for any claims or damages arising from such use if you use the Software or Services for such procedures. You agree to hold SiteVue harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Software or Services for such procedures.

5. The Software

- 5.1. SiteVue hereby grants you a personal, non-exclusive, revocable, non-transferable license to use the Software on supported mobile devices, solely for the purposes of using the Services. This license does not imply any rights to future upgrades or updates to, or versions of, any portion of the Software. However, if SiteVue does provide you with any Software upgrades, updates or versions, 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. Such Software upgrades, updates and versions may be subject to additional payments. You do not have the right to obtain or use any source code for any 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) 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);
- (c) use the Software in any way inconsistent with the use parameters for the Services;
- (d) 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 SiteVue with respect to the Software and/or data and/or content transmitted, processed or stored by SiteVue or other users of the Services;
- (e) 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
- (f) 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
- (g) authorize, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in (a) – (f) above, or attempting to do so.

6. Support and Training

- 6.1. Any support, maintenance and training respecting the Software and Services will only be provided subject to a separate written agreement between you and SiteVue, and may be subject to additional fees.

7. Fees for Services and Taxes

- 7.1. You agree to pay all applicable fees in connection with the Services, as set forth on the quotation attached to this Agreement.
- 7.2. Fees are quoted and payable in Canadian dollars, and are based on Services purchased and not actual usage. Payment obligations are non-cancellable and fees paid are non-refundable. SiteVue reserves the right to modify such fees, upon reasonable notice, upon sixty (60) days' written notice to you, and reserves the right to modify its standard price list at any time.
- 7.3. If you are paying by credit card, you authorize SiteVue or its third party payment processor to automatically charge your credit card for any and all fees incurred by you for Services. If your credit card is rejected for any reason, you will be responsible for any fees and charges associated with such rejection. The foregoing shall not limit SiteVue'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 SiteVue, 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 SiteVue, SiteVue 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 SiteVue. 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 SiteVue shall equal the amount invoiced or otherwise due. You shall promptly furnish SiteVue 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. Your personal information, and any User or customer personal information stored by SiteVue as a result of the Services, will be handled in accordance with SiteVue's Privacy Policy. To view SiteVue's Privacy Policy, please visit the following link: www.sitevue.ca/privacypolicy. Notwithstanding the foregoing, SiteVue 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. To the extent permissible by such law, regulation, legal process or governmental authority, SiteVue will inform you of any such disclosure that contains your personal information or any User or third party personal information. SiteVue will also inform you in a timely manner of any incident, such as data loss or unauthorized data access, that compromises your personal information or any User or third party personal information, or your confidential information.
- 8.2. Additionally, by submitting personal information to SiteVue pursuant to this Agreement, you consent to the collection, processing, transmission and disclosure of such information by SiteVue for the purposes of SiteVue's provision of the Services and SiteVue's internal use, and specifically the purposes for which such information has been requested, such as billing requirements. You specifically agree that SiteVue 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, and that you are also providing your express consent to communications from SiteVue (including e-mail communications, both marketing and informational) respecting SiteVue products and services, including the Software and 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 SiteVue 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 SiteVue, who retains all right, title and interest therein, and is protected by Canadian, U.S. and international copyright laws. 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. Disclaimer of Warranties

- 10.1. THE SERVICES AND SOFTWARE ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. SiteVue ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR

INACCURACIES WHATSOEVER IN THE INFORMATION PROVIDED THROUGH THE SERVICES OR SOFTWARE. UNDER NO CIRCUMSTANCES WILL SITEVUE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH USE OF THE SERVICES OR THE SOFTWARE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY INFORMATION PROVIDED, AND USE OF THE SERVICES AND SOFTWARE IS SOLELY AT YOUR OWN RISK. SiteVue has no special relationship with or fiduciary duty to you, and you acknowledge that SiteVue has no control over, and no duty to take any action regarding any acts or omissions taken by you or any third party obtaining information through the Services, including without limitation, how you or any third party may interpret or use materials accessed or processed 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 SiteVue 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, arising from SiteVue's gross negligence, willful misconduct or material breach of this Agreement. In no event shall the aggregate liability of SiteVue exceed the amount paid by you for the portion of the Services that gave rise to the claim. SiteVue 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. Without limiting the foregoing, your only right with respect to any problems or dissatisfaction with the Software is to discontinue the use of such Software.
- 11.2. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SITEVUE 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, 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 SiteVue 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. You agree to indemnify, defend and hold harmless SiteVue, its parents, subsidiaries, affiliates, officers and employees, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of: (a) your use or misuse of the Services and/or Software, and/or any content obtained, transmitted or processed by you through the Software or Services, (b) any breach of this Agreement by you, or (c) your violation of any third-party rights or any applicable laws.

13. Termination

- 13.1. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party. Additionally, SiteVue may terminate this Agreement and/or immediately cease to provide the Services without any liability whatsoever if SiteVue is prevented from providing any portion or all of any Services due to the acts or omissions of you or any third party, or by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body. Nothing herein shall be construed to require SiteVue to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. Upon any termination

of this Agreement for any reason (whether by you or by SiteVue), you must cease all use of the Services and Software.

- 13.2. Without limiting other remedies, SiteVue may limit your activity, issue a warning, temporarily suspend, indefinitely suspend or terminate your account and refuse to provide Services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) SiteVue is unable to verify or authenticate any information you provide; or (c) SiteVue believes that your actions may cause financial loss or legal liability for you, other users or SiteVue.
- 13.3. SiteVue reserves the right to investigate suspected violations of this Agreement. You hereby authorize SiteVue 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.
- 13.4. The above-described actions are not SiteVue's exclusive remedies and SiteVue may take any other legal, equitable or technical action it deems appropriate in the circumstances. SiteVue will not have any liability to you or any third party in relation to the termination of this Agreement for any reason whatsoever.
- 13.5. Termination of this Agreement for any reason shall not affect your payment obligation for any fees accruing hereunder or payments owing prior to the date of termination. Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.
- 13.6. Upon termination of this Agreement for any reason, SiteVue will return all copies of your confidential information in its possession to you, or provide you with signed, written confirmation that all copies of such confidential information in its possession have been securely destroyed and/or permanently deleted. Where SiteVue is required by law to retain an archival copy of such information, SiteVue may do so, provided that all such information shall continue to be subject to the obligations of confidentiality contained herein as well as SiteVue's Privacy Policy, as applicable.

14. GENERAL

- 14.1. Independent Contractors: Each party shall perform its obligations hereunder as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the parties.
- 14.2. Notices: Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be sufficient if delivered by hand or sent by registered mail, courier or facsimile addressed to you or SiteVue at their respective addresses or as otherwise advised in writing.
- 14.3. No Waiver: No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- 14.4. Assignment: Except as expressly permitted herein, you shall not assign or purport to assign this Agreement or any of your rights or obligations under this Agreement without first obtaining SiteVue's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns.
- 14.5. Severability: If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been

contained herein.

- 14.6. Governing Law: This Agreement shall be governed by and construed under the laws of the Province of Ontario. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the Province of Ontario. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. In construing, interpreting and enforcing this Agreement, choice of law principles shall not apply.
- 14.7. Entire Agreement/Modification: This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties.
- 14.8. Counterparts: This Agreement may be executed in counterparts, or facsimile counterparts, each of which when executed by either of the parties shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.
- 14.9. English Language. 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.
- 14.10. Publicity. SiteVue reserves the right to make announcements, press releases, publications, presentations and other public statements that reference your identity as a customer, without your prior written approval, provided that SiteVue does not disclose your confidential information in the course of such publicity or misrepresent your relationship with SiteVue.