

LMN SUBSCRIPTION AGREEMENT

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT (“Agreement”) CAREFULLY BEFORE CLICKING AN “AGREE” BUTTON. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND LANDSCAPE MANAGEMENT NETWORK INC, THAT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR SUBSCRIPTION OF THE LMN AND ITS SERVICES. BY CLICKING AN “AGREE” BUTTON OR BY SUBSCRIBING AND USING THE LMN, YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS STATED OR REFERENCED HEREIN. YOU MUST ACCEPT AND ABIDE BY TERMS AND CONDITIONS AS PRESENTED TO YOU IN THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS SHALL NOT BE ACCEPTED BY LANDSCAPE MANAGEMENT NETWORK INC AND SHALL NOT BE PART OF THIS AGREEMENT. LANDSCAPE MANAGEMENT NETWORK INC RESERVES THE RIGHT TO UPDATE AND CHANGE THE AGREEMENT BY POSTING UPDATES TO THE LANDSCAPE MANAGEMENT NETWORK WEBSITE. YOU ARE ADVISED TO CHECK THE SUBSCRIPTION AGREEMENT, FOUND AT WWW.GOLMN.COM FROM TIME TO TIME FOR ANY UPDATES THAT MAY IMPACT YOU.

1 INTRODUCTION

- 1.1 Landscape Management Network Inc. has developed and operates a web-based LMN, Landscape Management Network (“LMN”) that offers tools, resources and information for employees or other persons properly authorized by the Subscriber to use the LMN in accordance with this Agreement (“Users”). The LMN includes sample procedures and templates such as time keeping, estimating, budgeting, CRM scheduling and other business management tools, which may be used by Users in conducting their businesses. The Landscape Management Network also offers online and in-person webinars for Subscriber’s Users.

2 DEFINITIONS

- 2.1 “Business Day” means any day excepting Saturdays, Sundays or statutory holidays applicable in the Province of Ontario.
- 2.2 “Confidential Information” means all information contained in any form whatsoever that is not generally available to or used by others, that is acquired or developed by or on behalf of either of the parties or their Representatives and that is disclosed or made available by a Disclosing Party to a Receiving Party in connection with this Agreement, and includes, without limitation, business information and Personal Information;
- 2.3 “Disclosing Party” means a party to this Agreement that discloses Confidential Information to a Receiving Party either directly or through its Representatives;
- 2.4 “Effective Date” is the date when a Subscriber clicks “agree” to the terms and conditions of this Agreement or when the Subscriber begins to use the Services, whichever is earlier;
- 2.5 “Fees” means the fees and charges payable to Landscape Management Network by Subscriber for the Services in accordance with {hyperlink-Fees and Services} and as described in Article 4.
- 2.6 “Personal Information” means information about an identifiable individual or other information that is subject to any Privacy Laws, including personal health information;
- 2.7 “Privacy Laws” means any current, amended or future federal, state or other applicable statute, law or regulation of any governmental or regulatory authority in Canada, or elsewhere as applicable relating to the collection, use, storage and/or disclosure of Personal Information;
- 2.8 “LMN” refers to the Landscape Management Network web-based LMN online platform operated by Landscape Management Network;

- 2.9 “Receiving Party” means a party to this Agreement that receives Confidential Information from a Disclosing Party either directly or through its Representatives;
- 2.10 “Representative” means any employee, agent, independent contractor, accountant, auditor, counsel, banker, lender or other advisor of a party to this Agreement;
- 2.11 “Services” means the services provided by Landscape Management Network pursuant to Article 3 of this Agreement; and
- 2.12 “Term” means the period set out in Article 5.1.

3 SERVICES

- 3.1 Landscape Management Network will provide Subscribers with access to its LMN on the terms and conditions set out in this Agreement for the services that the Subscriber has subscribed to as set out under {hyperlink-Fees and Services}.
- 3.2 **Service Level.** Subject to the terms and conditions of this Agreement, Landscape Management Network shall use commercially reasonable efforts to provide the Services from 5 AM to 12 AM EST, seven (7) days a week throughout the term of this Agreement. From time to time the Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Landscape Management Network may undertake from time to time; or (iii) causes beyond the control of Landscape Management Network or which are not reasonably foreseeable by Landscape Management Network, including interruption or failure of telecommunication systems or digital transmission links, hostile network attacks or network congestion or other failures (collectively “Downtime”). Where reasonably possible, Landscape Management Network shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Subscriber in the event of any scheduled Downtime.
- 3.3 **Security.** Landscape Management Network shall maintain, update and implement reasonable security policies with regards to the LMN in accordance with generally accepted information technology practices. Landscape Management Network shall use reasonable commercial efforts to notify Subscriber of any breach of LMN security as soon as practicably possible after learning of such a security breach. Landscape Management Network shall monitor the LMN for, and make commercially reasonable efforts to prevent the introduction of, computer viruses, worms or other malicious software.
- 3.4 At all times during the Term of this Agreement, each party will assign and maintain an administrator to be the primary liaison between Subscriber and Landscape Management Network for all matters relating to this Agreement or the Services (“Administrator”). Either party may change their Administrator at any time by providing notice to the other party in writing in accordance with Landscape Management Network’s policies and guides.
- 3.5 Subscriber’s Administrator shall:
- (a) provide Landscape Management Network with the information required to establish and assign usernames and passwords for Users and to manage Subscriber’s account;
 - (b) be responsible for ensuring that all User information is kept current and up to date at all times throughout the Term of this Agreement; and
 - (c) adhere to this Agreement, and any administrator guides established from time to time.
- 3.6 Subscriber shall ensure that:

(a) Subscriber and its Users use and access the Services and the LMN in accordance with the terms and conditions of this Agreement, the Terms of Use and any user guide provided to Subscriber by Landscape Management Network from time to time ("**User Guide**") during the Term of this Agreement;

(b) Subscriber and its Users keep their usernames and passwords confidential and do not share usernames or passwords with any third party; and

(c) Subscriber Administrator keeps all User information (in particular the name, contact information and email address) current and complete; and

(d) access to User information is provided to Landscape Management Network in a format reasonably requested by Landscape Management Network upon request.

3.7 Subscriber acknowledges and agrees that it is solely liable and responsible for:

(a) any breach of the terms and conditions of this Agreement, the Terms of Use or the User Guides by any of its Users;

(b) maintaining the security and confidentiality of the Administrator information and the usernames and passwords of its Users; and

(c) Payment of any fees or other charges properly incurred through Subscriber's account.

4 FEES

4.1 Subscriber shall pay to Landscape Management Network the Fees as set out below in Schedule A.

4.2 Subscriber shall pay all applicable taxes on the Fees, excepting taxes that Landscape Management Network would normally pay on any associated income from such Fees.

4.3 Landscape Management Network may increase the Fees, in its sole discretion, by providing Subscriber with forty-five (45) days advanced written notice.

4.4 Subscriber shall pay all Fees due to Landscape Management Network on the Effective Date, and upon the first day of each month thereafter, as applicable, during the Term. Landscape Management Network reserves the right to offer alternative payment terms at its sole discretion. After a grace period of ten (10) days following the date when Fees are due and payable, any Fees that are not paid shall be subject to interest at an effective annual interest rate of 12% calculated daily from the due date until the date of payment in full. Landscape Management Network reserves the right to suspend Subscriber's, or Subscriber's Users', access to the LMN for any breach of this Agreement by the Subscriber or the Users, including without limitation non-payment or late payment of Fees. Without limiting the foregoing, should a payment due under this Agreement become overdue by a period greater than fifteen (15) days, Landscape Management Network may suspend the Subscriber's access to the LMN until all of the outstanding payments due under this Agreement are paid.

5 TERM AND TERMINATION

5.1 The term of this Agreement shall extend from the Effective Date until properly terminated in accordance with section 5.2 ("Term"), and comprises of an "Initial Term" of one month and "Renewal Terms" of one month each. This Agreement shall automatically renew for successive Renewal Terms until terminated in accordance with this Agreement.

5.2 Each Party may terminate this Agreement for convenience at any time upon thirty (30) days prior written notice to the other Party. Upon termination for convenience by the Subscriber, there is no refund of Fees already paid to Landscape Management Network. Upon termination for convenience by Landscape Management Network, Landscape Management Network shall not refund the portion of the monthly Subscription Fees {hyperlink-Fees and Services} already paid by the Subscriber for the month in which this Agreement is terminated.

- 5.3 Upon termination, each party shall return to the other party the other party's Confidential Information or, upon request, destroy the Confidential Information and all copies, excepting copies kept for archive purposes, and certify in writing that such information has been destroyed. All obligations arising prior to termination shall be complied with and any provisions of this Agreement that by their nature operate beyond the termination or expiry of this Agreement shall survive such termination.

6 INTELLECTUAL PROPERTY AND LICENSES

- 6.1 Landscape Management Network owns and shall own all intellectual property rights in the LMN, including the look and feel of the LMN, the underlying technology and know-how used in the creation and operation of the LMN, the database designs of the LMN and the architecture of all related information technology, all anonymized LMN usage data, and all content that is not the content of a third party. The intellectual property of Landscape Management Network includes all pre-existing intellectual property owned by or licensed to Landscape Management Network prior to the Effective Date, all intellectual property derived from such intellectual property, and any new proprietary concepts, source code, methods, techniques or processes related to such intellectual property developed by Landscape Management Network during the course of its performance under this Agreement.
- 6.2 Unless otherwise specified, as between Landscape Management Network and Subscriber, Subscriber acknowledges that Landscape Management Network has all right, title and interest in and to any documents, guides, spreadsheets, tools or other content that is available on the LMN for download or printing ("**Downloadable Content**").
- 6.3 Subject to the terms of this Agreement, Landscape Management Network hereby grants Subscriber a limited, non-exclusive license to:
- (a) access and use the LMN solely for Subscriber's internal business purposes and for no other purpose; and
 - (b) store, print and copy the Downloadable Content solely in connection with its use of and access to the Services.
- 6.4 Except as otherwise expressly provided in this Agreement, Subscriber shall:
- (a) not allow any person other than a User to access the LMN;
 - (b) not resell or sub-license any of its rights under this Agreement to any other person or entity;
 - (c) not decompile, disassemble, analyze or otherwise examine for the purpose of reverse engineering the LMN or the Landscape Management Network's technology;
 - (d) not delete or alter in any way any notices, disclaimers, Landscape Management Network trade-marks (including without limitation LMN), Landscape Management Network copyright notices, or other legends contained in the Services or other materials obtained by Subscriber through use of the LMN or on any copies thereof made by Subscriber in accordance with this Agreement;
 - (e) not attempt to access any systems, programs or data of Landscape Management Network that are not licensed under this Agreement;
 - (f) except as permitted under this Agreement, not copy or reproduce, republish, upload, post, transmit, or distribute the Downloadable Content, or any portion thereof, or facilitate or permit any third party to do so;
 - (g) not use any device or software to interfere or attempt to interfere with the proper operation of the Services; and
 - (h) not facilitate or permit any third party to do any of the foregoing.
- 6.5 Subscriber shall comply with all obligations or restrictions regarding the use of the Downloadable Content as Landscape Management Network may communicate in writing from time to time.

- 6.6 Subscriber shall comply with all applicable federal, provincial, state, and local laws, regulations and rules, judicial decisions and administrative orders (“Laws”) as may apply to the Services (and Subscriber’s use thereof) and the Downloadable Content as are in effect at this time or may be in effect during the Term of this Agreement.
- 6.7 Should the Services permit the uploading of content or the creation of content on the LMN by the Subscriber (“User Generated Content”), Subscriber grants to Landscape Management Network a non-exclusive, world-wide, royalty-free right and license, during the Term, to store, distribute, change the format of, publish, provide and transmit User Generated Content, in any form and by any means whatsoever, solely as required to perform the Services under this Agreement.

7 CONFIDENTIALITY AND PRIVACY

- 7.1 Each party acknowledges that it would be damaging to the other party if its Confidential Information were disclosed to or obtained by third parties. Each party shall make all commercially reasonable efforts during the term of this Agreement and thereafter to prevent the other party’s Confidential Information from being disclosed to or obtained by any person or entity for any purpose except as described in this Agreement. Each party’s efforts will not be less than those that it takes to prevent the disclosure of its own Confidential Information. The Receiving Party will be responsible for breaches by its Representatives of this Agreement. Without limiting the generality of the foregoing, Landscape Management Network will keep confidential all Confidential Information furnished to it or its Representatives and will use such Confidential Information solely for the purpose of providing the Services and for compiling anonymous statistics regarding the use of LMN.
- 7.2 It is not a breach of Section 7.1 to disclose Confidential Information required to be disclosed by law, judicial or arbitration process or by governmental authorities, provided that, where the Receiving Party is not legally prevented from doing so, the Receiving Party first gives the Disclosing Party reasonable notice of any required disclosure pursuant to such law, order or process and takes all reasonable steps to restrict such disclosure and protect the confidentiality to the extent possible and fully cooperates with the Disclosing Party, in any efforts Disclosing Party may reasonably take to challenge or delay such disclosure, or to disclose anonymous statistics regarding the use of LMN where such statistics are derived from but do not contain Confidential Information.
- 7.3 Each party acknowledges and agrees that:
- (a) the foregoing restrictions set forth in this Article are reasonable in the circumstances and the Disclosing Party waives all defenses to the strict enforcement of the restrictions;
 - (b) a violation of any of the foregoing provisions of this Article will result in immediate and irreparable harm and damage to the Disclosing Party; and
 - (c) in the event of any violation of any foregoing provision of this Article, the Disclosing Party shall be entitled to apply for equitable relief by way of temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.
- 7.4 Each party shall collect, use, store, disclose, dispose of and otherwise handle Personal Information collected or accessible by either party under this Agreement in accordance with all applicable Privacy Laws. Landscape Management Network shall post all applicable privacy policies regarding the Personal Information on the LMN so that such policies are accessible to all LMN users.

8 WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

- 8.1 Each party covenants, represents and warrants to the other that it has the right to enter into this Agreement, and to grant the licenses in Article 6.
- 8.2 LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THE SERVICES OR DOWNLOADABLE CONTENT WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF SUBSCRIBER OR USER, (C) ALL ERRORS OR DEFECTS

IN THE SERVICES OR ANY DOWNLOADABLE CONTENT CAN OR WILL BE CORRECTED, OR (D) THE SERVICES, ANY DOWNLOADABLE CONTENT, OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES, AND ITS LICENSORS.

- 8.3 LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL NOT HAVE ANY RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS OF THE DOWNLOADABLE CONTENT OR THE USER GENERATED CONTENT. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE DOWNLOADABLE CONTENT IS NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE, AND THEREFORE RELIES ON THE DOWNLOADABLE CONTENT ENTIRELY AT ITS OWN RISK.
- 8.4 LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OF ANY USER GENERATED CONTENT CAUSED BY MEMBER OR ANY USER, FOR THEIR FAILURE TO STORE ANY USER GENERATED CONTENT, OR FOR THEIR MISUSE OF THE LMN.
- 8.5 LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL NOT BE LIABLE TO MEMBER, INCLUDING EACH PARTY'S AFFILIATES, FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR OTHER ECONOMIC LOSS, OR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION SHALL NOT APPLY TO DAMAGES FOR CLAIMS ARISING OUT OF A DELIBERATE DISCLOSURE OF CONFIDENTIAL INFORMATION BY LANDSCAPE MANAGEMENT NETWORK. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER ANY ACTION IS BROUGHT IN CONTRACT OR IN TORT, (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY), OR FUNDAMENTAL BREACH AND/OR FAILURE OF ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN AND SHALL SURVIVE THE EXPIRATION, TERMINATION OR REPUDIATION OF THIS AGREEMENT.
- 8.6 Subscriber shall indemnify, defend and hold Landscape Management Network, its affiliates, and their Representatives harmless from any and all suits, actions or claims against Landscape Management Network by a third party arising from a breach of its warranty under section 8.1, or charging that the User Generated Content infringes any trade-mark or copyright in Canada or the United States of America or constitutes an illegal disclosure of the confidential information of a third party, provided that Subscriber is notified promptly in writing, has the exclusive right to control such defense, and, at its request and expense, is given authority and assistance by Landscape Management Network reasonably required for such defense.
- 8.7 Subscriber and Landscape Management Network hereby waive a jury trial in any suit, action or claim arising from or in connection to this Agreement, where applicable.

9 GENERAL

- 9.1 Neither party shall be liable to the other for any delay or failure to perform due to fire, flood, earthquake, pandemic, acts of God, acts of war, riots, civil disorder, strikes, lock-outs or labor disruptions or the failure of telecommunications systems (a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event only for so long as such Force Majeure Event continues and such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

9.2 Notices and other communications required or permitted under this Agreement shall be in writing. Notices sent by Subscriber to Landscaping Management Network shall be sent by delivery (written receipt required), by facsimile transmission (machine confirmation to be retained by sender) or by electronic email to the contact information below and the party sending such notice shall telephone or email to confirm receipt. Notices sent by Landscape Management Network shall be sent in accordance with the delivery methods described above to the contact information provided by Subscriber or the Administrator or, where applicable, will be posted in the LMN. Either party may change its address or facsimile number for notification purposes by giving the other party notice of the new address or facsimile number and the date upon which it will become effective. A communication shall be deemed to have been received as of the next business day following its transmission by facsimile if transmitted after 4 p.m. Eastern Time.

Landscape Management Network Inc.
 Address: 425 Whitevale Road, Whitevale, Ontario, Canada L0H 1M0
 Phone: 888.347.9864
 Email: info@lmn.com

- 9.3 This Agreement shall be executed by online acceptance when a subscriber clicks and agrees to the terms and conditions.
- 9.4 Except as expressly set out herein, nothing contained in this Agreement shall create or imply any agency relationship between the parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties.
- 9.5 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which they are invalid or unenforceable, shall not be affected, and each such provision shall be valid and enforceable to the extent granted by law. This Agreement constitutes the entire agreement between the parties relating to the Services.
- 9.6 This Agreement shall be construed according to the laws of the Province of Ontario, Canada, without regard to rules governing conflicts of laws. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The exclusive jurisdiction for any disputes under this Agreement shall be a court of competent jurisdiction in the Province of Ontario, Canada, and each of the parties irrevocably consents and submits to the jurisdiction of such courts and waives any objection based on venue or forum non-conveniens with respect to any action instituted therein to enforce or arising out of this Agreement.

“Schedule A”

FEES AND SERVICES

The Fees applicable to the following Services are as follows.

Services	Subscription Fee:	Notes
<input type="checkbox"/> LMN	\$199.00 CAD/USD per month	Includes access for up to 5 users. Additional user cost is \$9.99 CAD/USD per month, per user.
<input type="checkbox"/> Additional User Fee	\$9.99 CAD/USD per month payable monthly per user	Access for additional user.
<input type="checkbox"/> Online Training User	\$9.99 CAD/USD per month payable	Includes access for one user of the LMN online training module.

Fee	monthly per user	
<input type="checkbox"/> Job Site Watch	\$19.00 CAD/USD per month for 1 customer \$39.00 CAD/USD per month for 10 customers \$69.00 CAD/USD per month for unlimited customers	Includes access for LMN clients to allow access by <i>their</i> customers to view access to LMN time data and reports

Subscription Fee: Subscriber shall pay to Landscape Management Network any applicable Fees per User as set out above. Fees are due on the Effective Date, and monthly thereafter during the Term of the Agreement.. Landscape Management Network reserves the right to offer alternative payment terms, at its sole discretion.

Additional Fees: Fees for Services not listed above shall be charged at Landscape Management Network's then-current rates for such Services. Unless otherwise agreed, such Fees are due prior to the performance of any such Services.