

ESTIMATING MARKETPLACE AGREEMENT

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS (THIS "AGREEMENT") CAREFULLY BEFORE CLICKING THE "AGREE" BUTTON. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU ("PARTNER") AND LANDSCAPE MANAGEMENT NETWORK INC. ("LMN"), THAT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR SUBSCRIPTION TO OUR ESTIMATING MARKETPLACE SERVICE. BY CLICKING THE "AGREE" BUTTON, YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS STATED OR REFERENCED HEREIN. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS SHALL NOT BE ACCEPTED BY LMN AND SHALL NOT BE PART OF THIS AGREEMENT. LMN RESERVES THE RIGHT TO UPDATE AND CHANGE THIS AGREEMENT BY POSTING UPDATES TO WWW.GOLMN.COM/MARKETPLACE-TERMS. YOU ARE ADVISED TO CHECK WWW.GOLMN.COM/MARKETPLACE-TERMS FROM TIME TO TIME FOR ANY UPDATES THAT MAY IMPACT YOU.

1 ESTIMATING MARKETPLACE SERVICE

- 1.1 LMN has developed and operates a web-based landscape management network (the "**Platform**") that, among other things, offers tools, resources and information for users to design custom landscaping projects and estimate the approximate cost of the project (the "**Design Tool**"). By purchasing a subscription to our estimating marketplace service, Partner will be able to promote its products and services through the Design Tool by allowing users to select its products and services when designing their respective landscape project and use up-to-date pricing to estimate the cost of their project (the "**Service**").
- 1.2 Through the subscription process, Partner will select a a username and password which will allow it to access and use the Service. Partner must keep its username and password confidential, and it is solely and fully responsible for all activities that occur under its username and password unless any such activities are caused by us. Partner agrees to: (a) immediately notify us of any unauthorized use of its username or password or any other breach of security; and (b) ensure that Partner logs off its account at the end of each session. We will not be liable for any loss or damage arising from Partner's failure to comply with this section.

2 FEES

- 2.1 Partner shall pay to LMN the fees disclosed to it when subscribing to the Services (the "**Fees**").
- 2.2 Fees are in Canadian dollars (CAD) for Partners residing in Canada and in United States dollars (USD) for Partners residing outside of Canada.
- 2.3 Fees are exclusive of all sales, goods and services, harmonized, value added, use or other taxes ("**Applicable Taxes**"). Partner shall pay all Applicable Taxes on the Fees, other than taxes that LMN would normally pay on any associated income from such Fees.
- 2.4 LMN may increase the Fees, in its sole discretion, by providing Partner with forty-five (45) days advanced written notice.
- 2.5 Partner shall pay all Fees and Applicable Taxes (collectively, "**Charges**") due to LMN on the date of subscription (the "**Effective Date**"), and upon the commencement of each Renewal Term (as defined below) thereafter. LMN reserves the right to offer alternative payment terms at its sole discretion. After a grace period of ten (10) days following the date when the Charges are due and payable, any Charges 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.
- 2.6 LMN reserves the right to suspend Partner's access to the Service for any breach of this Agreement, including without limitation non-payment or late payment of the Charges. Without limiting the foregoing, should a payment due under this Agreement become overdue by a period greater than fifteen (15) days, LMN may suspend the Partner's access to the Service until all of the outstanding payments due under this Agreement are paid.

3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall extend from the Effective Date until properly terminated in accordance with section 3.2 ("**Term**"), and comprises of an "**Initial Term**" of one month (for monthly subscriptions) or one year (for annual subscriptions) and "**Renewal Terms**" of one month (for monthly subscriptions) or one year (for annual subscriptions) each. This Agreement shall automatically renew for successive Renewal Terms until terminated in accordance with this Agreement.

3.2 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 Partner, there is no refund of Charges already paid to LMN. In the event LMN terminates this Agreement for convenience:

(a) to the extent Partner has subscribed to a monthly subscription, LMN shall not refund the portion of the Charges already paid by the Partner for the month in which this Agreement is terminated; or

(b) to the extent Partner has subscribed to an annual subscription, LMN shall refund a prorated portion of the Charges already paid by the Partner for the portion of the then remaining Term for which the Service will not be available.

4 INTELLECTUAL PROPERTY AND LICENSES

4.1 LMN owns and shall own all intellectual property rights in and to the Platform (including without limitation the Service and the Design Tool), including the look and feel of the Platform, the underlying technology and know-how used in the creation and operation of the Platform, the database designs of the Platform and the architecture of all related information technology, all anonymized usage data, and all content that is not the content of a third party. The intellectual property of LMN includes all pre-existing intellectual property owned by or licensed to LMN 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 LMN during the course of its performance under this Agreement.

4.2 Subject to the terms of this Agreement, LMN hereby grants Partner a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for the purpose of uploading Partner Content (as defined below) and for no other purpose.

4.3 Except as otherwise expressly provided in this Agreement, Partner shall:

(a) not allow any third party to access the Platform;

(b) not resell or sub-license any of its rights under this Agreement to any other person;

(c) not modify, decompile, disassemble, deconstruct, analyze, translate, attempt to extract the source code or otherwise examine for the purpose of reverse engineering the Platform or underlying technology;

(d) not delete or alter in any way any notices, disclaimers, LMN trade-marks, copyright notices, trade name or other proprietary notices, symbols, labels or other legends contained on the Platform or other materials obtained by Partner through use of the Platform or on any copies thereof made by Partner in accordance with this Agreement;

(e) not publish, upload, post, transmit or otherwise make available any Partner Content that: (i) Partner does not have the right to make available; (ii) infringes any intellectual property rights of any party; or (iii) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;

(f) not impersonate any person or falsely state or otherwise misrepresent your affiliation with a person or entity;

(g) not use any device or software to interfere or attempt to interfere with the proper operation of the Platform; and/or

(h) not facilitate or permit any third party to do any of the foregoing.

4.4 Partner shall comply with all applicable federal, provincial, state, and local laws, regulations and rules, judicial decisions and administrative orders (“**Laws**”) as may apply to its obligations under this Agreement.

5 PARTNER CONTENT

5.1 Once Partner has subscribed to the Service, Partner shall promptly upload the following information in excel format (or such other format prescribed by LMN from time to time) through the [**Preferred Partner Content Submission Page**]

(a) a description (including size and unit) of the products and/or services to be featured on the Design Tool (collectively, the “**Featured Products/Services**”);

(b) a picture of the Featured Products/Services;

- (c) the then current price for each Featured Product/Service;
- (d) Partner's corporate logo to be associated with the Featured Products/Services; and
- (e) Any other information reasonably requested by LMN

(collectively, "**Partner Content**").

- 5.2 Partner represents and warrants to LMN that the Partner Content uploaded to the Platform is up-to-date, accurate and correct. Partner shall upload updates to the Partner Content as frequently as necessary in order to ensure the Partner Content is up-to-date, accurate and correct.
- 5.3 Partner grants to LMN and its suppliers a non-exclusive, world-wide, royalty-free right and license to use, display, modify, publish, and transmit Partner Content solely in connection with the purposes contemplated in this Agreement.

6 WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

- 6.1 Each party covenants, represents and warrants to the other that it has the right to enter into this Agreement, and to grant the licenses contemplated in this Agreement.
- 6.2 LMN, ITS AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THE SERVICES WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF PARTNER, (C) ALL ERRORS OR DEFECTS IN THE PLATFORM CAN OR WILL BE CORRECTED, OR (D) THE PLATFORM, THE SERVICES OR THE SERVER(S) THAT MAKE THE PLATFORM AND/OR 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, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, 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 LMN, ITS AFFILIATES, AND ITS LICENSORS.
- 6.3 LMN, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OF ANY PARTNER CONTENT, FOR THEIR FAILURE TO STORE ANY PARTNER CONTENT, OR FOR USERS MISUSE OF THE PLATFORM.
- 6.4 LMN, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL NOT BE LIABLE TO PARTNER, ITS AFFILIATES OR USERS 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). 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), INDEMNITY, 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.
- 6.5 Partner shall indemnify, defend and hold LMN, its affiliates, and their representatives harmless from any and all suits, actions or claims against them by a third party arising from a breach of Partner's representations, warranties or covenants under this Agreement, or alleging that the Partner Content infringes or misappropriates any intellectual property right or constitutes an illegal disclosure of the confidential information of a third party, provided that Partner 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 LMN reasonably required for such defense.

7 GENERAL

- 7.1 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, epidemics, pandemics or outbreaks of new infections diseases or viruses (including COVID-19) (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.

- 7.2 Notices and other communications required or permitted under this Agreement shall be in writing. Notices sent by Partner to LMN 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 LMN shall be sent in accordance with the delivery methods described above to the contact information provided by Partner or, where applicable, will be posted in the Platform. Either party may change its address, email address, or facsimile number for notification purposes by giving the other party notice of the new address, email 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: 180 Enterprise Blvd, Suite 204, Markham, Ontario, L6G 1B3
Phone: 888.347.9864
Email: info@golmn.com

- 7.3 This Agreement shall be executed by online acceptance when Partner clicks and agrees to the terms and conditions upon registration.
- 7.4 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.
- 7.5 Nothing in this Agreement shall limit any right that LMN may have at law, by agreement or otherwise.
- 7.6 The failure of Landscape Management Network to exercise or enforce any right of provision of this agreement shall not constitute a waiver of such right or provision.
- 7.7 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 subject hereof.
- 7.8 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
- 7.9 Partner agrees that this Agreement and any correspondence in connection therewith will be drawn up in English only. *Le partenaire accepte que le présent accord et toute correspondance s'y rapportant soient rédigés en anglais uniquement.*