

SAFETYLYNX INC. USER AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY, THIS IS A LEGAL AGREEMENT BETWEEN YOU (THE "CUSTOMER") AND SAFETYLYNX INC. BY CLICKING "I AGREE" AND PROCEEDING TO USE THE SERVICE DESCRIBED HEREIN, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF: (1) SAFETYLYNX INC.'S PRIVACY POLICY; (2) SAFETYLYNX INC.'S TERMS OF USE; AND (3) THIS USER AGREEMENT, INCLUDING THE LIMITATIONS ON USAGE AND THE DISCLAIMER OF WARRANTIES CONTAINED HEREIN. IF CUSTOMER IS NOT WILLING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, CUSTOMER MUST NOT USE THE SERVICE.

1. DEFINITIONS

- 1.1. "Agreement" shall mean this User Agreement.
- 1.2. **Beta Functionality**
- 1.3. "Confidential Information" shall mean any private or secret information of a party disclosed to the other party in the course of performance of this Agreement including the terms and conditions to this Agreement and any discussions related thereto.
- 1.4. "Customer Data" shall mean any content, materials, or data and information that Customer or its Named Users enter into the Service.
- 1.5. "Feedback" shall mean any ideas suggestions and other feedback provided by Customer to SafetyLynx Inc. in relation to the Service.
- 1.6. "Intellectual Property Rights" includes all patents, inventions, trade-marks, services marks, registered designs, integrated circuit topographies, including application for any of the foregoing, as well as any copyrights, design rights, know-how, Customer Data, trade secrets, and any other similar rights in Canada and in any other country.
- 1.7. "Named User" shall mean any of Customer's employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to use the Service.
- 1.8. "Order Form" shall mean all written order forms or other ordering documentation (including, any such documentation generated if Customer is ordering the Service online) entered into by SafetyLynx Inc. and Customer containing the pricing, subscription term and other specific terms and conditions applicable to the Service.
- 1.9. "Service" shall mean SafetyLynx Inc.'s hosted, on demand health and safety software, including upgrades and updates thereto made generally available by SafetyLynx Inc. to its customers and any related printed or electronic user documentation.

2. USAGE RIGHTS

- 2.1. As a result of its successful processing of the applicable Customer Order Form, SafetyLynx Inc. permits Customer's Named Users to remotely access and use the Service solely for Customer's own internal business purposes as permitted by and subject to the terms of this Agreement.
- 2.2. Any rights not expressly granted under this Agreement shall be reserved for SafetyLynx Inc. Source code as well as any other information pertaining to the logic, design, or structure of the Service is specifically excluded from the usage rights granted hereunder. Title to the Service shall at all times remain with SafetyLynx Inc. and all Intellectual Property Rights of whatever nature with respect thereto shall be and remain the exclusive property of SafetyLynx Inc.
- 2.3. SafetyLynx Inc. shall be entitled to monitor Customer's number of Named Users (or other applicable usage metric stated in the applicable Order Form) regarding usage of the Service to ensure Customer's compliance with this Agreement.
- 2.4. If Customer is granted access under this Agreement to a free (no fee) version of the Service, to the extent permitted by applicable law, Customer agrees that (i) SafetyLynx Inc. has no obligation to provide any particular service level or support services; and (ii) SafetyLynx Inc. may cease providing the Service to Customer at any time without notice. This article 2.4 supersedes any conflicting term of this Agreement.
- 2.5. SafetyLynx Inc. may offer and Customer may choose to accept, access to functionality that is not generally available and not validated and quality assured by SafetyLynx Inc. ("Beta Functionality"). SafetyLynx Inc. may require Customer to accept additional terms to use Beta Functionality. SafetyLynx Inc. does not warrant the correctness or completeness of the Beta Functionality, and SafetyLynx Inc. shall not be liable for errors or damages caused by the usage of Beta Functionality.
- 2.6. Customer agrees that its submission of the applicable Order Form for the Service is neither contingent upon the delivery of any future functionality or features for the Service nor dependent upon any oral or written public comments made by SafetyLynx Inc. regarding any such future functionality or features.

3. USAGE RESTRICTIONS AND LIMITATIONS

- 3.1. Customer must provide at Customer's own expense the equipment, internet connections and/or service plans to access and use the Service. Customer acknowledges that use of the Service may result in additional charges to Customer by its internet service provider and/or wireless carrier for data, messaging and/or other wireless access. Customer is solely responsible for any such costs Customer incurs to use the Service.
- 3.2. Customer shall not, and shall ensure its Named Users do not:

- (a) attempt to determine the source code for the Service, nor copy, modify, reprogram, translate, disassemble, decompile, or otherwise reverse engineer the Service;
- (b) interfere or disrupt the SafetyLynx Inc. software or systems used by SafetyLynx Inc. to host the Service, or other equipment or networks connected to the Service;
- (c) circumvent or disclose the user authentication or security of the Service or any host, network, or account related thereto;
- (d) access the service for the purpose of building a competitive product or service or copying its features or user interface;
- (e) permit access to the Service by a direct competitor of SafetyLynx Inc.;
- (f) sublicense, sell, lease, rent, transfer, or otherwise make the Service available, in whole or in part, to any third party, or provide the benefit of its use to any third parties via a service bureau, time sharing or, application service provider services, except as expressly provided herein.

4. SUPPORT AND SECURITY

- 4.1. A description of the support SafetyLynx Inc. will provide for the Service is set forth in the applicable Order Form.
- 4.2. All Customer Data shall be stored on SafetyLynx Inc.'s servers and/or those of a reputable third party wherever located.
- 4.3. SafetyLynx Inc. will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service.
- 4.4. SafetyLynx Inc. may agree to permit Customer to periodically audit the security technologies employed in providing the Service and Customer acknowledges that any such audit will be at Customer's expense and subject to the terms of a separately negotiated agreement with SafetyLynx Inc.
- 4.5. SafetyLynx Inc. shall issue to Customer, or shall authorize a Customer administrator to issue, a password for each Named User. Customer and its Named Users are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only the appropriate Named User. Customer is entirely responsible for any and all activities that occur under Customer's account. SafetyLynx Inc. shall have no liability for any loss or damage arising from Customer's failure to comply with the requirements. SafetyLynx Inc. will maintain Customer passwords as confidential and will not disclose them to third parties.

- 4.6. Customer shall maintain commercially reasonable security standards for its and its Named Users of the Service.

5. CUSTOMER DATA

- 5.1. Customer is and shall remain the sole the owner of all Customer Data.
- 5.2. Customer grants to SafetyLynx Inc. a non-exclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SafetyLynx Inc. to provide the Service, unless otherwise set forth in a product supplement or Order Form.
- 5.3. Customer shall be responsible for entering its Customer Data into the Service and Customer shall be responsible for the content of all Customer Data supplied by it. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable privacy and protection laws, rules, and regulations. Further, Customer is solely responsible for determining the suitability of the Service for the Customer's business and complying with any regulations, laws, or conventions applicable to the Customer Data and Customer's use of the Service.
- 5.4. SafetyLynx Inc. may provide user statistical information including incident statistics, usage or traffic patterns in aggregate form to third parties, but such information will not include personally identifying information. SafetyLynx Inc. may access Customer Data to respond to service or technical problems with the Service. SafetyLynx Inc. assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the Service to store Customer Data.
- 5.5. SafetyLynx Inc. reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer Data that Customer may store, post or transmit on or through the Service. Customer shall be responsible for maintaining an archive or back up-copy of all Customer Data, and SafetyLynx Inc. shall have no liability for any loss of Customer Data whether caused by SafetyLynx Inc. or any third party service provider.
- 5.6. Customer Data shall be returned to Customer in a useable format within thirty (30) days of SafetyLynx Inc. receiving such written request from Customer during the course of this Agreement.

6. CONFIDENTIAL INFORMATION

- 6.1. SafetyLynx Inc. and Customer agree to maintain in confidence any Confidential Information, whether written or otherwise, disclosed by the other party in the course of the performance of this Agreement. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions reasonably necessary and

appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

7. INFORMATION NOT SUBJECT TO CONFIDENTIALITY

7.1. Confidential Information shall not include any information which:

- (a) becomes publicly disclosed through no fault of SafetyLynx Inc.;
- (b) was known to SafetyLynx Inc. prior to Customer's use of the Service;
- (c) is independently developed by SafetyLynx Inc.;
- (d) becomes available to SafetyLynx Inc. on a non-confidential basis from a source other than Customer;
- (e) is required to be disclosed by the order of any Court, arbitrator or regulatory agency.
- (f) needs to be disclosed in order to protect public health and safety

8. NO DISCLOSURE OF THIRD PARTY INFORMATION

8.1. SafetyLynx Inc. hereby states that it does not desire to acquire from Customer any trade secret or other proprietary information acquired from third parties. Further, Customer represents and warrants to SafetyLynx Inc. that, with respect to all Customer Data, it is free to use such information, without any obligation to or violation of the rights of any third party. Customer shall and does hereby exonerate, defend, indemnify and hold harmless SafetyLynx Inc. from and against any and all liability, loss, cost, expense, damage, claims or demands for actual violation of the rights of any third party in any trade secret, intellectual property, proprietary know-how or other proprietary information by reason of Customer's use of the Service.

9. ACCEPTANCE

9.1. All terms, conditions and obligations of this Agreement will be deemed to be accepted by Customer by clicking "I Agree" and proceeding to use the Service.

10. TERM

10.1. The term of this Agreement begins upon acceptance as described in article 9.1 and shall continue in effect as described in the Order Form.

11. TERMINATION

- 11.1. This Agreement shall remain in effect until terminated as provided herein. If Customer breaches any provision of this Agreement, the usage rights and this Agreement are automatically terminated without notice and all of Customer's rights hereunder shall immediately cease. The termination of this Agreement shall not prejudice or affect the accrued rights or claims of SafetyLynx Inc. nor shall it release Customer from any of the restrictions of this Agreement concerning use, possession, copying, or reverse engineering of the Service, all of which shall survive termination.
- 11.2. A party may also terminate this Agreement upon thirty (30) days written notice to the other party.
- 11.3. SafetyLynx Inc. reserves the right to deactivate Customer's user name(s) and password(s) and/or temporarily suspend access to the Service or a portion thereof, if and to the extent SafetyLynx Inc. determines that continued use of the Service may result in harm to the Service (including the security of systems used to provide the Service) or other SafetyLynx Inc. customers, or the rights of third parties, upon prior written notice to Customer as the circumstances permit.
- 11.4. Customer must cease using the Service and shall ensure all of its Named Users cease using the Service upon termination of this Agreement.
- 11.5. Following termination of this Agreement, if Customer provides written notice to SafetyLynx Inc. that Customer requires transition and conversion assistance so that Customer Data can be moved to another system SafetyLynx Inc. will provide such assistance as an additional billable service to Customer.
- 11.6. Unless a request from Customer is received by SafetyLynx Inc. in accordance with article 11.5, Customer's Customer Data will be returned to Customer in a useable format within thirty (30) days of this Agreement terminating and will be deleted from the Service sixty (60) days after this Agreement has terminated.
- 11.7. Confidential Information shall be promptly returned to the other party and/or destroyed as the parties agree upon termination of this Agreement. All copies, notes or other derivative material relating to the Confidential Information shall promptly be retrieved and/or destroyed as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason following termination of this Agreement.

12. FEES AND PAYMENT TERMS

- 12.1. Customer shall pay to SafetyLynx Inc. the fees for the use of the Service as described in the applicable Order Form. All fees are payable in Canadian Dollars unless otherwise indicated in the applicable Order Form.
- 12.2. Customer must contact SafetyLynx no later than seven (7) days after receiving any bill from SafetyLynx Inc. if Customer believes that such bill is in error.

13. PROPRIETARY RIGHTS

- 13.1. Customer acknowledges that the Service and all related information is proprietary to SafetyLynx Inc. and that all rights thereto, including all Intellectual Property Rights, are owned by SafetyLynx Inc. Customer further acknowledges that the Service contains trade secrets of SafetyLynx Inc. and that the Service is protected by Canadian and international copyright and other intellectual property laws and treaties. Customer agrees to notify SafetyLynx Inc. immediately of any unauthorized use of the Service. Customer will promptly furnish full details of such unauthorized use to SafetyLynx Inc. and will assist in preventing the recurrence of such use, and will cooperate, at Customer's expense, with SafetyLynx Inc. to protect SafetyLynx Inc.'s proprietary rights, including any Intellectual Property Rights. Customer's compliance with this provision shall not be construed as a waiver of any right of SafetyLynx Inc. to recover damages from, or obtain other relief against, Customer.
- 13.2. Customer acknowledges and agrees that the Service is of an extraordinary and unique character and that the injury which would be suffered by SafetyLynx Inc. in the event of a breach by Customer of any of its obligations hereunder would be irreparable and otherwise of a character which could not be fully compensated for solely by recovery of monetary damages. Accordingly, Customer agrees that, without in any way limiting the other rights or remedies of SafetyLynx Inc., SafetyLynx Inc. shall be entitled to apply to obtain equitable relief, restraining order, injunction, decree, or remedy, as may be appropriate to restrain any breach or threatened breach of this Agreement.

14. ASSIGNMENT OF RIGHTS

- 14.1. SafetyLynx Inc. may assign all of its rights and obligations set out in this Agreement and upon such assignment shall be released from all obligations hereunder. The assignee shall then assume all the rights and obligations of SafetyLynx Inc. hereunder.
- 14.2. Customer may not transfer or assign any of the rights or obligations under this Agreement to any other person or legal entity without the prior written consent of SafetyLynx Inc.

15. FEEDBACK

- 15.1. Customer agrees and acknowledges that in exchange for the use of the Service all Feedback may be used by SafetyLynx Inc. to improve and/or enhance the Service and/or other SafetyLynx Inc. products. Accordingly, Customer agrees to grant SafetyLynx Inc. an exclusive, perpetual,

irrevocable, fully transferable, and sub-licensable worldwide right and license to use or otherwise exploit all Feedback provided by Customer to SafetyLynx without any limitation whatsoever and without any further notice or compensation to Customer.

16. INDEPENDENT DEVELOPMENT

- 16.1. Nothing in this Agreement shall be construed as limiting the rights of SafetyLynx Inc. to independently develop or acquire products, services or information without the use of Confidential Information or breach of this Agreement, in any manner.

17. NO WARRANTIES

- 17.1. THE SERVICE IS PROVIDED 'AS IS' WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS OF A PARTICULAR PURPOSE. SAFETYLYNX INC. DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THE SERVICE. SAFETYLYNX INC. DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, NOR THAT THE SERVICE WILL RUN UNINTERRUPTED OR ERROR FREE. SAFETYLYNX INC. IS NOT RESPONSIBLE FOR THE RESULTS OF CUSTOMER'S USE OF THE SERVICE (INCLUDING ANY PHYSICAL OR PSYCHOLOGICAL INJURY TO CUSTOMER'S EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS OR ANY OTHER INDIVIDUALS) OR FOR ANY ACTION TAKEN BY CUSTOMER OR THIRD PARTIES ON THE BASIS THEREOF. SAFETYLYNX INC. MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM.

18. LIMITATION OF LIABILITY; INDEMNITY

- 18.1. THE MAXIMUM AGGREGATE LIABILITY OF SAFETYLYNX INC., ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, DISTRIBUTORS, AND RE-SELLERS, UNDER THIS AGREEMENT FOR ALL LOSSES, DAMAGES, EXPENSES, OR INJURIES, WHETHER UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, AND STRICT LIABILITY), BY STATUTE, OTHER LEGAL THEORY, OR OTHERWISE, HOWSOEVER ARISING, SHALL BE LIMITED TO THE GREATER OF THE FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM OR ONE HUNDRED CANADIAN DOLLARS (CAD\$100), REGARDLESS OF A BREACH OF ANY FUNDAMENTAL TERM OR A FINDING THAT THE REMEDIES PROVIDED HEREIN FAILED WITH RESPECT TO THEIR ESSENTIAL PURPOSE. NO ACTION OR PROCEEDING RELATING TO THIS AGREEMENT MAY BE COMMENCED BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.
- 18.2. IN NO EVENT SHALL SAFETYLYNX INC. BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR: (1) ANY AMOUNTS REPRESENTING LOSS OF PROFITS OR REVENUES HOWSOEVER ARISING; (2) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SAME; (3) DAMAGES OR EXPENSES ARISING FROM CHANGES IN OPERATING CHARACTERISTICS OF HARDWARE OR SOFTWARE WHICH ARE MADE AFTER THE RELEASE OF THE

SERVICE; OR (4) DAMAGES ARISING FROM THE USE OF THE SERVICE WITH OTHER SOFTWARE. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SAFETLYLYNX INC. IN RESPECT OF ALL CLAIMS OR DAMAGES EXCLUDED HEREUNDER.

- 18.3. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SAFETLYLYNX INC. FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES, CLAIMS, OR DAMAGES ARISING OUT OF ANY CLAIM, SUIT, ACTION, OR JUDGMENT BROUGHT AGAINST SAFETLYLYNX INC. BY A THIRD PARTY AS A RESULT OF THE USE BY CUSTOMER OF THE SERVICE, THE PERFORMANCE, NON-PERFORMANCE, OR IMPROPER PERFORMANCE OF THE SERVICE.

19. HEADINGS

- 19.1. The article headings in this Agreement are inserted for convenience of reference only and shall not be considered in the interpretation of this Agreement.

20. PREAMBLE

- 20.1. The Preamble forms an integral part of this Agreement.

21. GOVERNING LAW

- 21.1. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada, and any dispute stemming from this Agreement shall be submitted to the jurisdiction of the courts of the Province of Ontario, Canada. The Parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

22. LANGUAGE

- 22.1. The parties hereto have required that this Agreement and all documents relating hereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

23. FORCE MAJEURE

- 23.1. SafetyLynx Inc. shall not be liable to the Customer for non-performance or delay in performance caused by anything beyond its reasonable control, including without limitation, acts of God, acts or omissions of Customer, acts of government, war, strikes, lockouts, embargoes, failure of communications networks, or denial of service/access attacks.

24. SEVERABILITY

- 24.1. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall

be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.

25. ENTIRE AGREEMENT

25.1. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement.

26. NOTICES

26.1. All notices required or permitted to be given by one party to the other under this Agreement must be in writing and be personally delivered, sent by courier, by facsimile, email, or by prepaid registered mail. A party may change its address by notice to the other party. Notice that is mailed will be deemed to have been received five (5) business days after the date of mailing. Notices personally delivered, sent by courier, by facsimile, or by email will be deemed to be received on the next business day.

END OF DOCUMENT