



LICENSE FOR HOSTED SERVICES

This is a legal agreement for the license of the BRMTool Software. This software may be accessed as software as a service, delivered to you as a service over the internet. Please read these terms and conditions carefully before accepting below:

1. Definitions

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a 30-day free trial.

"Services" means the online, Web-based applications and platform provided by Us via www.brmtree.com and/or other designated, that are ordered by You as part of a 30-day free trial or under an Order Form, including associated offline components.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

"We," "Us" or "Our" means the Licensor

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. Parties

This Agreement is made between P3M Consulting Inc., 585-B2 Queen Street South, Kitchener, Ontario N2G 4S4, Canada ("Licensor") between you the end user and the company for whom you work ("Customer") regarding the BRMTool Software and any associated videos or materials (together, the "Services"). The grant of rights pursuant to this Agreement is made solely to Customer, and not to any of Customer's subsidiary, parent or affiliate entities.

3. Trial Grant/Grant for Services

a. 30 Day Free Trial. We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the thirtieth day after Your acceptance of this Agreement or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR 30-DAY FREE TRIAL MAY BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE 30-DAY TRIAL PERIOD.

NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMERS), DURING THE 30-DAY FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

b. Provision of Purchased Services. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

c. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

d. Updates and Support. Updates will be typically provided at least once a quarter. Licensor will supply Customer with an email address where Customer can receive support for the Services during the term of this Agreement and any extensions of this Agreement. Emails will be answered within 24-hours of receipt. Support will be available only on weekdays between the hours of 9:00 A.M. and 5 P.M. Eastern time. Service will not be available on Federal or state holidays. Service is limited to a maximum of two (2) hours per day and six (6) hours within any seven (7) day period.

e. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services,, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

f. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

h. Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

i. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

4. USE OF SERVICES

a. Our Responsibilities. We shall: (i) provide to You basic support for the Purchased Services at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

b. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with any user guide provided by Us and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

c. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming

interface, and, for Services that enable You to provide public websites, on the number of page views by visitors to those websites.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

a. **User Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in Canadian dollars (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on a yearly period that begin on the subscription start date and each yearly anniversary thereof; therefore, fees for User subscriptions added in the middle of a yearly period will be charged for that full yearly period in the subscription term.

b. **Invoicing and Payment.** You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 5(d) (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

c. **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Services is 15 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full.

d. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the

appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. Term

a. Term of Agreement for Trial Period Services. The License for the Services will be effective from the date of Customer's receipt of the Services and will remain continues until all licenses granted in accordance with this Agreement have expired or been terminated. If you elect to use the Services for a 30-day free trial period and do not purchase a Services License before the end of that period, this Agreement will terminate at the end of the 30-day free trial period.

b. Term of Agreement for Services. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a 30-day free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the 30-day free trial period.

c. Term of Purchased Services. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

d. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

e. Refund or Payment upon Termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of

termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

f. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in SQL dump format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

7. Non-competition

a. Customer agrees that during the term of this Agreement and for a five-year period following its termination, Customer will not create or commission software that is competitive with the Services. However, this restriction only applies if Licensor or Licensor's successor continues to market the Services.

8. Proprietary Rights

a. Licensor's Rights. The Services and all whole or partial copies of it are proprietary to and the property of Licensor, and title to the Services remains in Licensor. Licensor does not confer any right of ownership to Customer and retains all rights not specifically granted by this Agreement. Customer has no rights to the source code for the Services and will immediately turn over to Licensor any copies of the source code that it acquires. All applicable rights in copyrights, trademarks and trade secrets in the Services are and will remain in Licensor.

b. Non-Disclosure. Customer will not sell, transfer, publish, disclose, display or otherwise make available the Services or copies of it to third parties in any form whatsoever, including but not limited to manuals, rule modules, flow charts, logic diagrams, object codes, source codes or technical documentation, without the prior written approval of Licensor.

c. Confidentiality. Customer agrees to keep confidential – and not use for any purpose other than the performance of duties under this Agreement – any and all information that Licensor endeavors to keep confidential and that gives Licensor a current or prospective economic advantage, including but not limited to including but not limited to the source code of its software; the structure, sequence and

organization of its software code; the concepts used in its software; the identity of its customers and any investors; the preferences of its customers; its financial information; non-public strategic planning and marketing plans; and non-public fund-raising plans. All provisions regarding confidentiality in this Agreement will survive any termination of this Agreement. Customer agrees to return all copies of the Services and its documentation upon the termination of this Agreement or upon any demand at any time by Licensor. The nondisclosure and non-use restrictions imposed on by this Agreement shall not apply to any Information which Customer can show by written evidence: (a) was in its possession prior to contact with the Licensor, including during its creation; (b) is, or hereafter, becomes part of the public domain through no fault of Customer; (c) that it acquired through a chain where at every step the transferor was under no obligation of confidentiality. The Parties agree that, in the event injunctive relief is sought, no bond is required to be posted.

9. Warranty and Disclaimers

a. Disclaimers. Customer understands that Licensor makes no representations or warranties regarding the Services or its use. Customer accepts the Services on an "as is" basis. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer's remedy for any alleged failure of the Services will be, at Licensor's option, repair or replacement of the Services by Licensor. The Customer's remedies in this Agreement are exclusive.

b. Limitations of Liability.

c. Limitations of Liability. Notwithstanding any other provision of this Agreement, in no event will Licensor's total liability exceed the amount paid by Customer to Licensor for the Services.

d. No Consequential Damages. Moreover, in no case will Licensor be liable for any lost profits, lost data or special or consequential damages.

10. General

a. Arbitration and Venue. Except for any injunctive relief to be sought or obtained by either of the parties or unless the Parties agree otherwise, all disputes arising out of or in connection with this Agreement that are not successfully resolved between the Parties shall be governed by the *Arbitration Act, 1991* (Ontario). The arbitration shall take place in Toronto, Ontario and be conducted in English. . If there is any need for recourse to the courts (for example, if either party refuses to participate in arbitration or to enforce an arbitration award), any litigation arising from or relating to this Agreement shall be brought exclusively in the venue proper for an individual residing in Toronto, Ontario and the parties agree that any action relating to or arising out of this Agreement shall be instituted and prosecuted only in those courts, though enforcement of an injunction or award may be brought in any court having jurisdiction. The Parties hereby expressly waive any right to a change in venue and any and all objections to the jurisdiction of those provincial and federal courts.

b. Whole Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior oral and written agreements, understandings, commitments, representations and practices between the parties. This Agreement also supersedes any oral representations made simultaneously with its signing, and Customer represents and warrants that it is not relying on any oral representations in signing this Agreement.

c. Authority. The undersigned warrants that he/she has full legal authority to sign for his/her respective party and that such party is lawfully empowered to enter into this Agreement.

d. Successors. Except as may be otherwise specified in this Agreement, this Agreement will inure to the benefit of and be binding on any successors or assigns of either party.

e. Invalidity. If any portion of this agreement is found to be invalid, then the narrowest segment possible of that portion shall be held to be excised from this agreement, and the remainder of this agreement will continue in full force and effect. In addition, the Court/arbitrator is hereby directed by the parties to modify, amend, change or add one or more clauses to that portion to make it comply as closely as possible with the parties' intentions without causing invalidity.

f. Agency. Nothing in this Agreement shall be construed to make the parties agents of each other, partners or joint venturers, or to permit either party to bind the other to any agreement.

g. Modification and Waiver. This Agreement may not be modified except by a writing signed by the parties. No waiver of this Agreement will be effective unless made by a signed writing. No waiver will be a continuing waiver unless so stated in a signed writing.

h. Assignment. Customer may not assign its rights under this Agreement without the prior written consent of Licensor, which may be withheld for any reason. In any assignment, the assignee must specifically agree to all provisions of this Agreement. Any acquisition or merger involving Customer will constitute an assignment and will terminate this Agreement unless Licensor agrees in writing to continue the Agreement. In any permitted assignment, the assignee must specifically agree to all provisions of this Agreement.

i. Survival. The provisions of this Agreement regarding Confidentiality, Non-competition, Disclaimers of Warranty, Limitations of Liability and Indemnification--and the General Provisions--will survive any termination of this Agreement.

j. Necessary Acts. Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

k. Governing Law. This Agreement shall be governed by and interpreted under the laws of the Province of Ontario, Canada, excluding its conflicts-of-law provisions.

l. Venue. Any litigation or arbitration arising from or relating to this Agreement shall be brought exclusively in the venue proper for an individual residing in Ontario, Canada and the parties agree that any action relating to or arising out of this Agreement shall be instituted and prosecuted only in those courts. The Parties hereby expressly waive any right to a change in venue and any and all objections to the jurisdiction of those state and federal courts.

m. Counterparts. This Agreement may be executed in counterparts and by faxed signatures, and each counterpart shall be considered a duplicate original of the parties' Agreement.

n. Construction. Each Party and/or the respective attorneys of each Party, has carefully reviewed, or has had an opportunity to review, this Agreement. Accordingly, the Parties agree that the normal rule of

construction that any ambiguities are to be resolved against the drafting Party shall not be utilized in the interpretation of this Agreement.

o. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Licensee or Licensor.

USE OF THIS SOFTWARE CONSTITUTES YOUR AGREEMENT, FOR YOU AND YOUR COMPANY, TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.