**SIGNALS SUBSCRIPTION**

**TERMS AND CONDITIONS**

Client’s subscription to Signals is governed by the following terms and conditions.

**1. DEFINITIONS**

1.1 “**Client Data**” means all electronic data or information submitted to the Services by Client.

1.2“**Electronic Communications**” means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Services.

1.3 “**Services**” means access to Company’s Signals application including client onboarding, sales team support and training materials, and ongoing monthly consulting by Company channel sales managers.

1.4 **“Training Material”** means any and all training material provided to the Client by Company through any means whatsoever including the Services and through the provision of any additional professional services.

1.5 “**User**” or “**Users**” means individuals who are authorized by Client to use the Services, and who have been supplied user identifications and passwords by Client (or by Company at Client’s request). Users may include Client’s employees, consultants, contractors and agents, but Client may not authorize unrelated third parties to be Users and must not provide such third parties with user identifications or passwords.

**2 SUBSCRIPTION SERVICES AND USERS**

2.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide the Services to Client.

2.2 Company shall authorize access to and assign unique passwords and user identifications. User identifications cannot be shared, transferred or used by more than one User. Client will be responsible for the confidentiality and use of User’s passwords and User identifications. Client will also be responsible for all Electronic Communications through the Services using Client’s account. Company will act on any instructions it receives by Electronic Communications sent using Client’s passwords, User identifications, and/or account number.

**3. RESTRICTIONS AND RESPONSIBILITIES**

3.1 Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation, data, or data organization or configuration related to the Services; modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Company or authorized within the Services); use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

3.2 Client represents, covenants, and warrants that Client will use the Services only in compliance with all applicable laws and regulations. Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client’s use of Services. Although Company has no obligation to monitor Client’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3 Client shall be responsible for maintaining the security of Client account, passwords (including but not limited to administrative and user passwords) and files and shall be liable for all uses of Client’s account, with or without Client’s knowledge or consent.

**4. CONFIDENTIALITY; PROPRIETARY RIGHTS**

4.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the Services (“Client Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 Client owns all right, title and interest in and to the Client Data, as well as any data that is based on or derived from the Client Data and provided to Client as part of the Services. Client hereby grants Company a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the operation of the Services, and Client shall provide and/or obtain from any employees, contractors, or any and all such documentation necessary to grant such a license.

4.3 All rights, title and interest in and to all intellectual property rights in the Services and Training Material, and any of its components are, as between Company and Client, owned exclusively Company or its licensors, and that the structure, organization and code of the Services are the valuable trade secrets of Company and/or its licensors and suppliers. Company hereby grants Client a royalty-free, worldwide, license to use the Services and Training Material. This Agreement and Client’s subscription to and use of the Services do not convey any rights in the Services, express or implied. Any rights not expressly granted in this Agreement are reserved by Company.

4.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

**5. TRADEMARKS**

Company trademarks, service marks, logos and product and service names are marks of Company (the “**Company Marks**”). Client agrees not to display or use the Company Marks in any manner without Company’s express prior written permission. The trademarks, logos and service marks of any third party application providers (“**Marks**”) are the property of such third parties. Client is not permitted to use these Marks without the prior written consent of the third party which owns the Mark. Company may display Client’s trademark, logo and/or service marks in Company’s marketing material and on Company’s website to indicate Client’s use of the Services with Client’s written approval.

**6. SUBSCRIPTION FEES**

Subscription fees for the Services (the “Fees”) are payable in advance when Client signs up for the Services. For Clients electing to pay by credit card, at the end of the first month Client’s subscription will automatically renew for successive months and Client’s credit card will continue to be charged unless Client cancels the subscription. Client’s subscription will be terminated effective thirty days following Company’s receipt of Client’s cancellation notice. For Clients electing to pay by invoice, Client will be invoiced quarterly in advance, and invoices are payable upon signature. Company will not commence delivering the Services until the invoice has been paid. Client may change pricing tiers at any time and will be billed a pro rata amount at the next billing cycle for any increases in Fees. There are no refunds on Fees. Prices quoted above are in US Dollars. The Client agrees to reimburse the Company all approved travel expenses to enable onsite training (Flight, Hotel, Parking, Taxi, Trains and Meals). Meal per diem of $100 per day.

**7. TERMINATION**

7.1 Client may terminate its subscription at any time prior to the next invoice date. On Company’s receipt of Client’s termination notice, the Services will be cancelled, and Client will not be invoiced further.

7.2 Either Party shall have the right to immediately terminate this Agreement for a material breach of the other party unless such breach is (i) capable of being and (ii) is, corrected within 20 business days of written notification of such breach by the non-breaching party. For the purposes hereof, “material breach” means a failure in any material respect to perform, keep or observe any of the terms, covenants or conditions herein required to be performed, kept or observed on the part of such party.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

**8 WARRANTY AND DISCLAIMER**

8.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.2 COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**9. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY’S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE SUBSCRIPTION FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. COMPANY INDEMNITY**

10.1 Company shall indemnify Client (including its respective directors, officers, employees, agents and partners) in respect of any losses, damages, liabilities, costs, fees and expenses whatsoever, including reasonable legal fees and disbursements (“Losses”) incurred by them as a direct result of any third-party claim: (i) arising out of any property damage, personal injury, or death arising out of any act or omissions of Company; or (ii) alleging that the Services provided by Company hereunder infringe any intellectual property rights. Company shall have no liability for any claim of infringement that is based on (iii) Client’s use of the Services in violation of this Agreement or applicable law, (iv) the use or combination of the Services with software, hardware, services, or any other product or intellectual property, not provided by Company, or (v) use of the Services after Company notifies Client to discontinue use because of an infringement claim.

10.2 If an infringement claim subject to the indemnification obligation in Section 10.1 above is brought or threatened, Company shall, at its sole option and expense, use commercially reasonable efforts to: (a) procure a license that will protect Client against such claim without cost to Client; (b) modify or replace all or portions of the Services as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Client a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Client under this Section 10.2 shall be Company’s entire liability, and Client's exclusive remedy, with respect to any infringement claim.

**11. CLIENT INDEMNITY**

Client shall indemnify Company (including its respective directors, officers, employees, agents and partners) in respect of any Losses whatsoever, including reasonable legal fees and disbursements incurred by them as a direct result of any third-party claim arising from Client’s misuse of the Services. In the event that any malicious code enters the Services through Client-uploaded material or otherwise originates from Client, Client shall indemnify Company for any resulting damage and shall, at its own expense, defend Company from and against any and all claims by other clients of Company or third parties alleging damage as a result of such malicious code.

**12. MISCELLANEOUS**

12.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

12.2 This Agreement is not assignable, transferable or sublicensable by Client except with Company’s prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

12.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

12.4 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail to the e-mail address provided by the parties; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein, without regard to conflict of laws provision.