

## LOBBY TERMS AND CONDITIONS

Thank you for using Lobby Technologies Inc. (“**Lobby**”)! Lobby offers a cloud-based platform comprised of various components that enables users to connect and engage in conversations online (“**Platform**”).

BY ENTERING INTO A CUSTOMER CONTRACT THAT INCORPORATES THESE TERMS AND CONDITIONS (THESE “**TERMS**”), BY ACCESSING THE PLATFORM OR BY USING THE SERVICES, CUSTOMER AGREES TO FOLLOW AND BE BOUND BY THESE TERMS. EACH CUSTOMER CONTRACT WILL BE GOVERNED BY THESE TERMS AND TOGETHER WITH THESE TERMS, FORMS THE ENTIRE AGREEMENT OF THE PARTIES (“**AGREEMENT**”).

These Terms are effective on the earlier of the date (a) Customer enters into a Customer Contract, or (b) Customer or any User accesses or otherwise uses the Platform or the Services (“**Effective Date**”).

In consideration of the mutual promises contained herein, Customer and Lobby hereby agree as follows:

### 1. DEFINITIONS

#### 1.1. Definitions.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the entity or subject entity.

“**Applicable Laws**” means, in respect of any person, property, transaction or event, all applicable Canadian, U.S., or foreign federal, provincial, state, municipal or local government laws, statutes, rules, by-laws and regulations, and all applicable official rules, policies, notices, directives, orders, judgments and decrees of any Governmental Authority, all as amended from time to time.

“**Customer**” means the party ordering services from Lobby, as identified and described in Customer Contracts entered into between Lobby and Customer from time to time pursuant to these Terms.

“**Customer Contract**” means an ordering document describing the Services to be provided under these Terms that is entered into between Customer and Lobby, and any addendums or supplements to the ordering document, including any schedules or exhibits to any of them, as it or they may from time to time be amended or supplemented.

“**Documentation**” means the Lobby documentation and policies applicable to the Services, as amended by Lobby from time to time.

“**Force Majeure Event**” means any event or circumstances beyond the reasonable control of a party, including an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem, Internet or telecommunications service failure or delay, third party service provider failure or delay, or a denial of service attack.

“**Governmental Authority**” means any governmental or regulatory authority, agency, commission or board of any Canadian, U.S., or foreign federal, provincial, state, municipal or local government, parliament or legislature, or any court or, without limitation, any other law, regulation or rule-making entity having or purporting to have jurisdiction in the relevant circumstances, and whether now or in the future constituted or existing, or any person acting or purporting to act under the authority of any of them.

“**identified or identifiable**” means, in relation to information and a natural person, that the natural person is specifically identified in the information or that there is a serious possibility that the natural person could be specifically identified through the use of that information, alone or in combination with other reasonably available information, and in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier, or by reference to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

**“Personal Data”** means any information relating to an identified or identifiable natural person.

**“Services”** means the services that are ordered by Customer under a Customer Contract and made available by Lobby to Customer.

**“User”** means a natural person who is authorized by Customer to use the Services.

**“User Data”** means all information, including Personal Data, relating to an identified or identifiable User (a) that is provided by the User to the Platform, to the Services, or to Lobby (including the User’s name and email address), or (b) that is otherwise collected, used, or disclosed by the Platform.

## **2. PROVISION OF SERVICES BY LOBBY**

Services. Lobby will make the Services available to Customer pursuant to these Terms and the applicable Customer Contracts.

## **3. USE OF SERVICES BY CUSTOMER**

Service Limits. Customer’s access to the Services may be subject to service limits specified in Customer Contracts. Customer will not exceed any such service limits.

Customer Responsibilities. Customer will (a) be responsible for its Users’ compliance with these Terms, the Documentation and the Customer Contracts, (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and Documentation, and notify Lobby promptly of any such unauthorized access or use, and (c) use Services and Documentation only in accordance with these Terms, the Documentation, the Customer Contracts and Applicable Laws.

Customer Restrictions. Customer will not (a) make any Services or Documentation available to, or use any Services or Documentation for the benefit of, anyone other than Customer or Users, unless expressly stated otherwise in a Customer Contract or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Services or Documentation, or include any Services or Documentation in a service bureau or outsourcing offering, (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 rights, including intellectual property rights and privacy rights, (d) use the Services to store or transmit Malicious Code, or to send spam, (e) interfere with or disrupt the integrity or performance of the Platform or any Services, or third-party data, (f) attempt to gain unauthorized access to the Platform or any Services or Documentation or their related systems or networks, (g) permit direct or indirect access to or use of any Services or Documentation in a way that circumvents a contractual service limit, or use any Services to access or use any Lobby intellectual property except as permitted under these Terms, a Customer Contract, or the Documentation, (h) copy the Services or any part, feature, function or user interface of the Services, (i) copy Documentation except for internal use by Customer, (j) frame or mirror any part of any Services or Documentation, other than framing on Customer’s own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) access or use any Services or Documentation in order to build a competitive product or service or to benchmark with a non-Lobby product or service, or (l) reverse engineer any Services or any software used to provide them (to the extent such restriction is permitted by Applicable Laws). Customer (or, when applicable, Lobby at Customer’s request) may supply to User a user identification and password (for Services utilizing authentication). Unless otherwise specified in a Customer Contract, a User’s password may not be shared with any other person and a User’s identification may only be reassigned to a new natural person replacing one who will no longer use the Services.

## **4. FEES AND PAYMENT**

Fees. Customer will pay all fees and expenses specified in Customer Contracts and these Terms. Except as otherwise specified in a Customer Contract, (a) payment obligations are non-cancellable and fees paid are non-refundable, and (b) quantities purchased cannot be decreased during the relevant

subscription term. Except as otherwise specified in a Customer Contract, Customer will also pay reasonable travel, accommodation and meal expenses for pre-approved travel.

**Invoicing and Payment.** Unless otherwise stated in the Customer Contract, (a) fixed fees will be invoiced in advance and variable fees and expenses in arrears, (b) fees and expenses are due net 30 days from the invoice date, and (c) fees and expenses are payable by electronic funds transfer. Customer is responsible for providing complete and accurate billing and contact information to Lobby, and notifying Lobby of any changes to such information. If Customer does not notify Lobby in writing of any issue that Customer may have with an invoice within 60 days of the invoice date, then Customer is deemed to have accepted the invoice and Customer waives any right to dispute the amount of the invoice.

**Overdue Charges.** If any invoiced amount is not received by Lobby by the due date, then, without limiting Lobby's rights or remedies, the invoiced amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month (equivalent to 19.56% per annum), or the maximum rate permitted by law, whichever is lower.

**Taxes.** Lobby's fees and expenses do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, HST, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under the Agreement. If Lobby has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Lobby will invoice Customer and Customer will pay that amount unless Customer provides Lobby with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Lobby is solely responsible for taxes assessable against it based on its income, property and employees. All payments by Customer under the Agreement will be without deduction or withholding for Taxes unless Customer is compelled by Applicable Laws to deduct or withhold Taxes, in which event Customer will pay to Lobby such additional amounts necessary to enable Lobby to receive, after all deductions and withholdings for such Taxes, a net amount equal to the full amount which would otherwise have been payable under the Agreement if no such deduction or withholding was required.

## **5. ADDITIONAL TERMS**

**User Support.** Lobby is the primary point of contact for all Users, and Lobby will use commercially reasonable efforts to provide the support and assistance required by Users.

**Lobby Security.** Lobby will implement and maintain industry standard technical and organizational measures, as determined by Lobby, designed to protect the security of User Data, including measures designed to protect such data from unauthorized access, use, modification, deletion, loss or disclosure. Additionally, Lobby will not listen to or watch Customer's or any User's audio or video communications via the Platform.

**Applicable Laws.** Lobby will comply with all Applicable Laws which are (a) generally applicable to Lobby, (b) generally applicable to Lobby's provision of the Services directly to Customer, or (c) applicable to Lobby's collection, use or disclosure of Personal Data of Users. Customer will comply with all Applicable Laws which are (i) generally applicable to Customer, (ii) generally applicable to Customer's use of the Services, or (iii) applicable to Customer's collection, use or disclosure of Personal Data of Users.

**Changes to the Services.** Subject to Lobby's obligations under "Warranty for Services", Lobby may make changes to the Services from time to time, in its discretion, including to add or modify features or functionality.

**Lobby Personnel, Subcontractors and Service Providers.** Lobby will be responsible for the performance of its personnel, subcontractors and service providers and for their compliance with Lobby's obligations under the Agreement, except as otherwise specified in these Terms or an applicable .

## 6. PROPRIETARY RIGHTS AND LICENSES

**Reservation of Lobby Rights.** Notwithstanding anything to the contrary contained in the Agreement, Lobby and its licensors have and will retain all right, title and interest in and to the Platform, the Services, the Documentation, and the software and systems used to provide the Platform and the Services (including all patent, copyright, trademark, trade secret and other intellectual property rights), and all copies, modifications and derivative works of any of them. No rights are granted to Customer under the Agreement other than as expressly set forth in the Agreement.

**License by Lobby for Documentation.** Lobby grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free license to use the Documentation solely for Customer's internal business purposes associated with its use of the Services, and solely for the applicable subscription term. Customer will reproduce Lobby's copyright notice on all copies of the Documentation. On the expiry of the applicable subscription term, Customer will destroy or delete all copies of the Documentation then in its possession or control.

**License by Customer for User Data.** As between Customer and Lobby, Customer owns all right, title and interest in and to all User Data. Customer grants Lobby, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display User Data as necessary for Lobby to provide the Services in accordance with the Agreement. Notwithstanding any other provision of this Agreement, Customer also grants to Lobby and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to collect User Data and other information relating to the provision, use and performance of the Services, in aggregate or other de-identified or anonymized forms, and to analyze and use such aggregated, de-identified or anonymized User Data and other information to improve and enhance the Services and for other Lobby offerings, and may make derivative works, provide it to third parties or compile it with other data to derive statistical and performance information, provided that it will aggregate and anonymize such data so that Customer or any User cannot be identified as the source of such data.

**License by Customer to Use Feedback.** Customer grants to Lobby and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users.

## 7. CONFIDENTIALITY

**Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Lobby includes the Platform, the Services and the Documentation. Confidential Information of each party includes these Terms and all Customer Contracts (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed by the Receiving Party to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party.

**Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with the Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those in these Terms. Customer shall not disclose Lobby's Confidential Information to any person who would reasonably be understood to be a competitor of Lobby or the personnel of any such person without the prior written consent of Lobby (which consent

may be conditioned on such party entering into a non-disclosure agreement directly with Lobby). Neither party will disclose these Terms or any Customer Contract to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliates, legal counsel or accountants will remain responsible for such Affiliates', legal counsel's or accountant's compliance with this "Confidentiality" section.

**Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, then the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to that Confidential Information.

**Return of Confidential Information.** Except as otherwise expressly provided below, on the request of the Disclosing Party, the Receiving Party will (a) return or destroy all tangible forms of Confidential Information of the Disclosing Party in its possession or control, (b) use all commercially reasonable efforts to erase or destroy all electronic copies of such Confidential Information, and (c) certify to the Disclosing Party that such materials have been either returned, erased or destroyed, in each case except as to signed original copies of any contractual documents or other materials customarily held by the Receiving Party as legal archival material. Notwithstanding the above, the Receiving Party may retain copies of the Confidential Information of the Disclosing Party for archival, audit, legal and/or regulatory purposes.

## **8. WARRANTIES AND DISCLAIMERS**

**Warranties for Services.** Lobby warrants that during an applicable subscription term (a) the Services will perform materially in accordance with the applicable Documentation, and (b) Lobby will not materially decrease the overall functionality of the Services. For any breach of this warranty, Customer's exclusive remedy and Lobby's entire liability will be for Lobby to use commercially reasonable efforts to cause the Services to comply with the warranty within a reasonable period of time after receipt of notice in writing from Customer.

**Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, NEITHER PARTY MAKES ANY WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY STATUTORY OR IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LOBBY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR DELAY, THAT THE SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES SATISFY ALL APPLICABLE LAWS OR REGULATORY REQUIREMENTS THAT ARE APPLICABLE TO CUSTOMER. LOBBY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY DATA CENTER SERVICE PROVIDER.

**Future Functionality.** Customer agrees that, unless otherwise expressly provided in a Customer Contract, Customer's purchases of the Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Lobby regarding future functionality or features.

## **9. MUTUAL INDEMNIFICATION**

**Indemnification by Lobby.** Lobby will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, legal fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Lobby in writing of, a Claim Against Customer, provided Customer (a) promptly gives Lobby written notice of the Claim Against Customer, (b) gives Lobby sole control of the defense and settlement of the Claim Against Customer

(except that Lobby may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability), and (c) gives Lobby all reasonable assistance, at Lobby's expense. If Lobby receives information about an infringement or misappropriation claim related to the Services, Lobby may in its discretion and at no cost to Customer (a) modify the Services so that they are no longer claimed to infringe or misappropriate, subject to Lobby's warranties under "Warranties for Services", (b) obtain a license for Customer's continued use of the Services in accordance with the Agreement, or (c) if the options under clauses (a) or (b) are not possible on terms that Lobby considers to be commercially reasonable, terminate Customer's subscriptions for the Services on 30 days' written notice. The above defence and indemnification obligations do not apply to the extent a Claim Against Customer arises from (a) Customer's breach of these Terms, the Documentation or applicable Customer Contracts, (c) use or combination of the Services with any other product or service, (d) modification of the Services or any component without Lobby's express written approval, or (e) use of the Services for any purpose or in any manner other than as specifically contemplated by the Agreement without Lobby's express written approval.

**Indemnification by Customer.** Customer will defend Lobby against any claim, demand, suit or proceeding made or brought against Lobby by a third party alleging that Customer or any User, or any Customer or User communication through the Platform infringes or misappropriates such third party's intellectual property rights or other rights, or arising from Customer's or any User's use of the Services or Documentation in breach of these Terms, the Documentation, any Customer Contract or Applicable Laws (each a "Claim Against Lobby"), and will indemnify Lobby from any damages, legal fees and costs finally awarded against Lobby as a result of, or for any amounts paid by Lobby under a settlement approved by Customer in writing of, a Claim Against Lobby, provided Lobby (a) promptly gives Customer written notice of the Claim Against Lobby, (b) gives Customer sole control of the defence and settlement of the Claim Against Lobby (except that Customer may not settle any Claim Against Lobby unless the settlement unconditionally releases Lobby of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

**Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

## **10. LIMITATION OF LIABILITY**

**Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LOBBY AND ITS AFFILIATES, SUBCONTRACTORS, SERVICE PROVIDERS OR LICENSORS, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "LOBBY TEAM") FOR ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING LEGAL FEES AND EXPENSES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATED TO THE SERVICES OR UNDER OR IN CONNECTION WITH THE AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THESE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT (INCLUDING AN INDEMNITY) OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER "FEES AND PAYMENT".

**Exclusion of Consequential and Related Damages.** IN NO EVENT WILL ANY MEMBER OF THE LOBBY TEAM OR CUSTOMER HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR UNDER OR IN CONNECTION WITH THE AGREEMENT FOR ANY LOST PROFITS, REVENUES OR GOODWILL, FAILURE TO REALIZE EXPECTED SAVINGS, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, COVER, BUSINESS INTERRUPTION OR DOWNTIME COSTS, THIRD-PARTY DAMAGES (INCLUDING ANY SERVICE LEVEL CREDITS PAYABLE BY CUSTOMER OR ANY OTHER PERSON), LOSS OF DATA, OR PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, WHETHER AN ACTION IS IN CONTRACT (INCLUDING UNDER AN INDEMNITY) OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THIS DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW AND WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER "FEES AND PAYMENT".

**Proportional Liability.** Any liability of a party for Losses, however caused (including by negligence), in connection with the Services or the Agreement is reduced to the extent that the other party or its Affiliates, or its or their employees, contractors or agents, contribute to the Losses.

**No double claiming.** Neither party will be able to recover the same Loss more than once by bringing separate claims under or in connection with these Terms.

## **11. TERM AND TERMINATION**

**Term of Agreement.** The Agreement commences on the Effective Date and continues until all Customer Contracts under the Agreement have expired or have been terminated.

**Term of Subscriptions.** The term of each subscription will be as specified in the applicable Customer Contract.

**Termination for Breach.** Either party may terminate the Agreement for cause on 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. In no event will termination relieve Customer of its obligation to pay any fees for the period prior to the effective date of termination.

**Surviving Provisions.** The sections titled “Fees and Payment”, “Proprietary Rights and Licenses”, “Confidentiality”, “Disclaimers”, “Mutual Indemnification”, “Limitation of Liability”, “Surviving Provisions” and “General Provisions” will survive any termination or expiration of the Agreement, together with any other sections that by their nature are intended to survive the termination or expiry of the Agreement.

**Suspension.** Lobby may suspend use of some or all of the Services if Lobby believes the suspension is reasonably needed to prevent unauthorized access to the Platform, or for other security reasons, or to otherwise protect Lobby’s systems or other customers. In such circumstances, Lobby will give as much notice as reasonably possible before Lobby suspends, except where Lobby reasonably believes that Lobby needs to suspend immediately. Lobby may also suspend use of some or all of the Services on 30 days written notice to Customer if (a) Customer does not pay any undisputed amounts that are due under the Agreement within 30 days of their due date, or (b) Customer or a User is in material breach of the Agreement, and if either such breach remains uncured at the expiration of such 30 day notice period. A suspension will remain in effect only for so long as the condition or need exists.

## **12. GENERAL PROVISIONS**

**Export Compliance.** The Platform, the Services, other Lobby technology, and derivatives of them may be subject to export laws and regulations of Canada, the United States, and other jurisdictions. Lobby and Customer each represents that it is not named on any Canadian or U.S. government denied-party list. Customer will not permit any User to access or use any Service in a country named on Canada’s Area Control List under Canada’s Export and Import Permits Act, in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or provide the Services to an Affiliate that is, or appoint as a User any person or entity that is, prohibited from receiving U.S. exports, or otherwise use the Services in violation of any Canadian or U.S. export law or regulation.

**Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction.

**Entire Agreement and Order of Precedence.** The Agreement is the entire agreement between Lobby and Customer regarding the Services, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Customer Contracts) is void. The Agreement may not be amended except by a written amending agreement signed by duly authorized officers of both parties. In the event of any conflict or inconsistency among the following documents, the order of precedence will be (a) the applicable Customer Contract, (b) the body of these Terms, and (c) the Documentation.

**Force Majeure Events.** Neither party will be liable for damages caused by delay or failure to perform its obligations under the Agreement to the extent such delay or failure is caused by a Force Majeure Event. This provision will not excuse a failure to make any payment when due.

**Relationship of the Parties.** The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**Third-Party Beneficiaries.** There are no third-party beneficiaries under the Agreement.

**Publicity.** Each party will obtain the other party's prior written consent before making any public communication related to the Agreement or the Services. Notwithstanding the above: (a) Lobby may issue a press release announcing the relationship between Customer and Lobby. Customer will have the right to review and approve the press release prior to distribution. (b) Lobby may publicize the launch of the Services (in coordination with Customer). (c) Lobby may list Customer as a customer of Lobby on the Lobby website and on other Lobby sales and promotional materials. (d) For each of these purposes, Lobby may make reasonable use of Customer's logos and trademarks. Any Lobby use of Customer's logos and trademarks will be subject to any applicable trademark use guidelines provided by Customer to Lobby from time to time.

**Notices.** All notices, requests, demands, claims, and other material communications under the Agreement must be in writing, and will be deemed duly given when delivered personally or by courier, or when delivered by email if receipt of the email is acknowledged by the intended recipient, in each case addressed to the intended recipient in accordance with the notice addresses set out in the Customer Contract. Either party may change its address for notice from time to time by notice given in accordance with this section.

**Waivers.** A waiver of any term or breach of the Agreement is effective only if it is in writing and signed by or on behalf of the waiving party. No omission, delay or failure to exercise any right or power, or any waiver by either party of any breach or default, whether express or implied, or any failure to insist on strict compliance with any provision of the Agreement, will constitute a waiver of any other provision. Any waiver of any provision of the Agreement will not constitute a continuing waiver unless otherwise expressly provided.

**Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to Applicable Laws, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect.

**Assignment.** Neither party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld). Notwithstanding this restriction, Lobby may assign the Agreement in its entirety (including all Customer Contracts) without the consent of Customer to a purchaser of all or substantially all of the assets of Lobby. Any assignment in contravention of the above will not be effective against the non-assigning party.

**Interpretation.** The parties agree that the Agreement was drafted with the participation of both parties and will not be construed either against or in favour of either party. All amounts specified in these Terms or a Customer Contract are in Canadian dollars, unless otherwise specified. The term "including" and similar terms will mean "including without limitation". Except where otherwise expressly provided in the Agreement, remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise. The parties agree that the Agreement and all dealings in connection with the Agreement will be in English, and all Services will be provided in English, unless otherwise agreed by the parties.

**Governing Law and Venue.** The Agreement, and any disputes arising out of or related to the Agreement, will be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The provincial and federal courts located in Toronto, Ontario will have exclusive jurisdiction over any disputes arising out of or related to the Agreement, and each party consents to the exclusive jurisdiction of those courts.