

Software Licence Terms and Conditions

Please read these Terms carefully before using the Ameego Software Platform. These Terms apply to any user of the Ameego Software Platform including employers and their employees and by accessing or using the Ameego Software Platform you agree and any user agrees to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you or any user do not agree with all of these Terms in their entirety, you may not use the Ameego Software Platform.

Supplier reserves the right, at any time, to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline applicable to the Ameego Software Platform, at any time and in its sole discretion, including, without limitation, changes to the fees and charges associated with the use of the Ameego Software Platform. If in our opinion the changes are material we will notify you at the email address you provide in your registration information. All changes to the Terms are effective immediately upon being posted to the Website unless otherwise specified. If you do not agree with the Terms as amended, you must cease using the Ameego Software Platform.

1. Definitions

- a. **"Ameego Software Platform"** means the proprietary employee scheduling and cost management software provided for use on the Website;
- b. **"Content"** has the meaning ascribed to it in Section 5 hereof;
- c. **"Privacy Policy"** means Supplier's official published privacy policy, describing Supplier's intended uses of your personally identifiable Information with respect to the Ameego Software Platform which is available on the Website;
- d. **"Supplier"** means Ameego Restaurant Solutions Inc., doing business as "Ameego";
- e. **"Terms"** means this "Software Licence Terms and Conditions";
- f. **"Terms of Use"** means Supplier's official published terms of use, which are available on the Website;
- g. **"User Content"** has the meaning ascribed to it in Section 5 hereof;
- h. **"User Data"** has the meaning ascribed to it in Section 3 hereof;
- i. **"Website"** means any Supplier Internet site (including myameego.com and myameego.ca), page (and all sub-pages), uniform resource locator ("URL"), domain location, and all Information and Content thereon.

2. **Privacy Policy**

Please refer to the Privacy Policy available here for information on how Supplier collects, uses, retains and discloses personally identifiable information of its users and customers.

3. **User Data and Account Security**

By using the Ameego Software Platform you agree to (a) provide accurate, current and complete information as may be prompted by any forms on the Ameego Software Platform (“**User Data**”); (b) maintain the security of your username and password.

You are responsible for all information entered or amended by you and all your choices on how the information is used and displayed within the Ameego Software Platform. Supplier does not verify, check or monitor the User Data or how you are using or displaying the information within the Ameego Software Platform.

You are prohibited from allowing access to the Ameego Software Platform to persons other than your directors, officers, employees and agents, and by using the Ameego Software Platform agree to accept all risks of unauthorized access to the User Data and all other information you provide to Supplier. You may not resell, lease, trade or provide your username and/or password in any other way to anyone else, except as expressly permitted through the Ameego Software Platform.

You are responsible for all activity which takes place on your account, and for all fees, charges and taxes payable in connection with your account.

4. **Fees and Payment**

If you and Supplier enter into a written agreement the fees and charges payable by you shall be set forth in the relevant written customer agreement and are subject to any specific terms and conditions contained in the relevant customer agreement in addition to the terms contained herein.

If you have entered into this Agreement by way of subscription through the Website and you provide Supplier with valid and updated credit card information you authorize Supplier to charge such credit card for Ameego Software Platform services each month for the term of your subscription and any renewal subscription term(s). You are responsible for providing complete and accurate billing and contact information to Supplier and notifying Supplier of any changes

to such information. Current fee amounts are available on the Website for viewing upon sign-in and are charged on the first day of each month or year, as the case may be, during your subscription or the anniversary date of your annual subscription as the case may be. Supplier may change the applicable fees and fee structure relating to use of the Ameego Software Platform upon thirty (30) days' notice. In addition to paying fees and charges you are responsible for paying all applicable taxes and levies which may apply to the fees and charges payable under the relevant customer agreement.

All sales are final and payments are non-refundable. There will be no refunds or credits for the time of which you do not use the Ameego Software Platform while your subscription remains active. If you choose to cancel your subscription pursuant to Section 12 hereof, your last credit card payment prior to the effective date of termination will not be refunded or adjusted prorated for any partial year or months of service, and no refunds will be provided.

If your monthly subscription fee fails to process and is not successfully remitted within five (5) days, your account may be deactivated without further notice, regardless of the dollar amount.

If Supplier uses any third party payment processors (e.g. Stripe, Pay Pal, etc.) to process payments from you, you are responsible for adhering to the terms and conditions of such payment processor.

5. Ownership and Intellectual Property Rights

In these Terms the content available through the Services, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Content provided by users is called "User Content" and includes, without limitation, information regarding employees of the user entered into the Ameego Software Platform and material posted on the Website's discussion forums or blogs.

Other than the User Content, all other Content and all software available on or comprising the Website and the Ameego Software Platform is the property of Supplier or its licensors, and is protected applicable intellectual property laws, and all rights to the Website, the Ameego Software Platform, related software and Content are expressly reserved.

We accept no responsibility or liability for any loss of or damage to your User Content or that your User Content may cause to any person, including, without limitation, such loss or damage which may arise by virtue of use of your account by a third party, whether authorized or unauthorized by you. We reserve the right

to remove, screen or edit without notice any User Content posted or stored on the Ameego Software Platform or Website for any reason whatsoever.

6. Your Limited Licence of Your User Content to Supplier

Supplier requires the right to use your User Content to operate the Website and provide services pursuant to the Ameego Software Platform. By submitting User Content to or through the Website or the Ameego Software Platform, you (a) grant Supplier a non-exclusive, worldwide, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content, in the manner in and for the purposes for which the Website and Ameego Software Platform use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through the Website or Ameego Software Platform; and (ii) the use and posting or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

7. Using the Ameego Software Platform

Supplier grants you a limited, revocable, non-exclusive, non-sublicensable licence to use the Ameego Software Platform in connection with your internal business purposes only. This limited licence is subject to the restrictions set forth herein and any further restrictions set out in relevant customer agreement (as applicable), the Terms of Use and the Privacy Policy. You hereby acknowledge that by using the Ameego Software Platform you agree to all of the terms and conditions contained in the Terms of Use and the Privacy Policy.

Users of the Ameego Software Platform must not:

- o Interfere or attempt to interfere in any manner with the proper workings of the Ameego Software Platform so as to adversely affect the functionality or performance of the Ameego Software Platform or the behavior of other applications using the Ameego Software Platform;
- o misrepresent your identity or intentions when communicating with us in relation to the Ameego Software Platform, use the developer credentials licenced to a different individual or entity, allow your credentials to be used by others, or mask your usage of the Ameego Software Platform;
- o use the Ameego Software Platform in association with, or as a component of, any website that in the sole discretion of Ameego Software Platform is determined to be obscene or otherwise inappropriate;

- o use the Ameego Software Platform for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code;
- o use the Ameego Software Platform in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality;
- o replicate, in whole or in part, the “look and feel” of the Ameego Software Platform or use the Ameego Software Platform for any application that attempts to duplicate the user experience or functionality of the Ameego Software Platform;
- o reverse engineer, decompile or otherwise attempt to extract the source code of the Ameego Software Platform or any part thereof;
- o build functionality that converts content from the Ameego Software Platform to a competing product or service; or
- o at any time you are operating your Ameego Software Platform, solicit, interfere with or attempt to entice away from us any of our users.

Supplier may monitor your use of the Ameego Software Platform for any reason whatsoever. You shall not interfere with or prevent such monitoring or otherwise obscure from Supplier any aspect of your use of the Ameego Software Platform.

You acknowledge that the rights granted by Supplier to you by virtue of these Terms, a relevant customer agreement and any other agreements are non-exclusive, meaning they do not restrict Supplier’s rights to licence or sell the Ameego Software Platform to any third party

8. Updates and Functionality

Supplier may from time to time modify the Ameego Software Platform in any manner it sees fit, including, without limitation, changes to the appearance or functionality of the Ameego Software Platform. Supplier shall not be liable to any user on account of a modification to the Ameego Software Platform for any reason whatsoever, including, for certainty, where the Ameego Software Platform ceases to provide a particular feature or features.

Supplier will, at its sole cost, provide, implement, configure, install, support, and maintain any and all updates, upgrade, improvements, corrections or modifications otherwise to the Ameego Software Platform. **[Notwithstanding the preceding sentence, Supplier may change the fees and/or fee structure applicable under the relevant customer agreement as a result of any update, upgrade, improvement, correction or modification otherwise to the**

Ameego Software Platform, and such change may include an increase in fees and charges payable by the user.]

9. File Management and Storage

Storage of User Content is available for an additional charge. Supplier will make the storing and retrieval of User Content available in accordance with this Section.

If you have selected this service, Supplier will store and protect your User Content so that you have the ability to save, store and download files in the Ameego Software Platform while you are a user of the Ameego Software Platform and related services.

Upon termination of your use of the Ameego Software Platform, Supplier will make your stored User Content available to you for return or (at your written request) destruction. Supplier reserves the right to delete your stored User Content within one (1) year of termination of your use of the Ameego Software Platform.

Supplier shall use reasonable skill and due care in providing the file management and storage services but, to the greatest extent permissible by applicable law, Supplier does not guarantee or warrant that any User Content you may store or access through this service will not be subject to inadvertent damage, corruption, loss, or removal in accordance with these Terms, and Supplier shall not be responsible should such damage, corruption, loss or removal occur. It is your responsibility to maintain appropriate alternate backup of your User Content.

10. Advertisements and Promotions

Supplier may display advertisements from third parties on the Ameego Software Platform. Supplier shall not be liable for any loss, damage, costs, expenses, claims or any other liabilities arising from your dealings or correspondence with third parties. All trademarks, registered trademarks, product names and company names or logos mentioned on the Website or in the Ameego Software Platform are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Supplier.

11. Warranty Disclaimer

AMEEGO AND ALL CONTENT PROVIDERS MAKE NO REPRESENTATION ABOUT THE SUITABILITY OF THE CONTENT ON THE WEBSITE OR THE AMEEGO SOFTWARE PLATFORM. THE AMEEGO SOFTWARE PLATFORM IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, QUALITY AND NON- INFRINGEMENT. YOU HEREBY DISCLAIM ALL WARRANTIES BY AMEEGO RELATING TO YOUR USE OF THE AMEEGO SOFTWARE PLATFORM. YOU ACKNOWLEDGE THAT YOUR ACCESS TO AND USE OF THE AMEEGO SOFTWARE PLATFORM WILL NOT BE FREE OF INTERRUPTIONS, THAT THE INFORMATION HEREIN MAY CONTAIN BUGS, VIRUSES, ERRORS, TECHNICAL INACCURACIES, INTERFERENCE, PROBLEMS OR OTHER LIMITATIONS, AND THAT THE WEBSITE AND THE AMEEGO SOFTWARE PLATFORM MAY BE UNAVAILABLE FROM TIME TO TIME OR MAY BE SUBJECT TO HACKING OR OTHER SECURITY INTRUSIONS. YOU ACKNOWLEDGE THAT STATUTORY COMPLIANCE IS SUBJECT TO CHANGE AND THAT THE AMEEGO SOFTWARE PLATFORM MAY CONTAIN DATED INFORMATION AND MAY NOT INCLUDE ALL INFORMATION RELEVANT TO YOUR PARTICULAR NEEDS OR SITUATION. AMEEGO DOES NOT WARRANT THAT ALL HOLIDAY AND STATUTORY PAY MANAGEMENT SOFTWARE SERVICES WILL BE IN COMPLIANCE WITH COMPENSATION OR OTHER STATUTORY REQUIREMENTS. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR WEBSITE USE, INCLUDING HOLIDAY AND STATUTORY PAY MANAGEMENT SOFTWARE SERVICES. WITHOUT LIMITATION, AMEEGO DOES NOT VERIFY THE ACCURACY OR COMPLETENESS OF USER DATA.

YOU UNDERSTAND THAT REGARDLESS OF THE FEATURES AVAILABLE THROUGH THE AMEEGO SOFTWARE PLATFORM, YOU ALONE ARE RESPONSIBLE FOR TIMELY PREPARATION AND PAYMENT OF ALL REQUIRED PAYROLL RELATED LIABILITIES AND OTHER LEGAL OBLIGATIONS. YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RESULTS OBTAINED FROM THE AMEEGO SOFTWARE PLATFORM ARE CORRECT.

THE AMEEGO SOFTWARE PLATFORM, INCLUDING ITS HOLIDAY AND STATUTORY PAY MANAGEMENT FEATURE IS DESIGNED TO PROVIDE YOU WITH INFORMATION. AMEEGO DOES NOT GIVE LEGAL, FINANCIAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICE OR ADVICE.

CONSULT THE SERVICES OF A COMPETENT PROFESSIONAL WHEN YOU NEED THIS TYPE OF ASSISTANCE.

12. Limitation of Liability; Indemnity

- a. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL AMEEGO BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE AMEEGO SOFTWARE PLATFORM OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION, IN NO EVENT WILL AMEEGO BE LIABLE FOR THE AMEEGO SOFTWARE PLATFORM'S NONCOMPLIANCE WITH STATUTORY COMPENSATION REQUIREMENTS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE AMEEGO SOFTWARE PLATFORM AND/OR CONTENT IS TO CEASE USE OF THE AMEEGO SOFTWARE PLATFORM AND WEBSITE. IN ANY CASE, SUPPLIER'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT OF FEES PAYABLE TO SUPPLIER IN DIRECT CONNECTION WITH YOUR USE OF THE SUPPLIER'S SERVICE DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.
- b. **Indemnity.** You shall defend, indemnify and hold harmless Supplier and its directors, officers, shareholders, employees and agents from any and all claims, losses, damages, liabilities, costs, expenses and proceedings arising out of your use of the Ameego Software Platform or the use of the Ameego Software Platform by any person to whom you give access to your account (including staff or advisors), including any claims made by any person that infringes the rights, including the intellectual property rights, of any third party.
- c. **Use of Third Party Services.** You acknowledge and agree that the **[Holiday and Statutory Pay Management feature of the Ameego Software Platform]** requires that certain User Data be exported to third party payroll service providers whose services and sites are not under Ameego's control. Ameego is not responsible for the content of any third party site or the processing of the User Data by any third party. Ameego does not endorse any of these services or sites or assume any responsibility or liability for any material, product or service that may be accessed or contained on or produced by such other sites or third

parties. You acknowledge that Ameego has no control over any third party services and will have no liability whatsoever for damages, claims or liabilities arising from any third party services. Ameego does not warrant any third party product or service or the accuracy of any exchange of data between the Ameego Software Platform and any third party.

13. Termination

Notwithstanding anything contained in these Terms, Supplier may terminate your licence to use the Ameego Software Platform: (i) upon 60 days prior written notice; or (ii) upon written notice where any user is in violation of these Terms or any term or condition in the relevant customer agreement and such violation is not remedied within sixty (60) days of written notice; or (iii) immediately upon the bankruptcy or insolvency of the user.

If you have an annual subscription you may terminate the rights and licences granted to you by Supplier by providing at least 90 days prior written notice of your intention to terminate to Supplier. If you have a monthly subscription you may terminate the rights and licences granted by you to Supplier at any time by providing at least 45 days prior written notice of your intention to terminate to Supplier. Subscriptions are terminated on the effective date of termination.

Upon termination of your licence to use the Ameego Software Platform, all fees, charges and taxes payable in relation to the services provided through the Ameego Software Platform shall become immediately due and payable and Supplier may, in its sole discretion:

- a. block your access to and use of the Ameego Software Platform and suspend all services relating thereto;
- b. retain an archival copy of your User Content after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable licence to maintain such archival copy for our internal business purposes; and
- c. delete any or all of your information once it is satisfied that such information is no longer relevant for any legal or regulatory purposes, including the enforcement of Supplier's rights under the relevant customer agreement.

14. Miscellaneous

- a. **Severability.** If any provision of these Terms is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

- b. **Enurement.** This Agreement shall be binding on and shall enure to the benefit of the heirs, executors, administrators, successors and assignees of the parties hereto. Supplier may assign any and all rights hereunder without your consent. You may not assign any of your rights or obligations hereunder without the prior written consent of Supplier, which consent may be unreasonably and arbitrarily withheld.
- c. **Governing Law.** All services provided by Supplier shall be deemed to be provided from its head office in Winnipeg, Manitoba, Canada. The enforcement of these Terms shall be governed and construed in accordance with the laws of the province of Manitoba, and the parties irrevocably attorn to the jurisdiction of the courts of Manitoba with respect to any dispute relating thereto.
- d. **Entire Terms.** These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and there are no other terms, representations or warranties except as expressly set out herein.

Questions and Comments

If you have any questions regarding these Terms or your use of the Services, please contact us at: Ameego, 207 Queens Quay W, Suite #400, Toronto, Ontario, M5J 1A7. Phone: 1-800-770-7319.