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Toronto, ON. M2H 2W1.
416.499.2457
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Primary Terms of Service For The SnapTracker™ Furniture Management Application

THIS PRIMARY TERMS OF SERVICE AGREEMENT ("**AGREEMENT**") GOVERNS YOUR USE OF SnapTracker (the "**SERVICE**") LOCATED ON THE WORLD WIDE WEB AT HTTPS://SNAPTRACKER.KISP.COM AND (where applicable) THROUGH the SnapTracker Mobile Application (the "**MOBILE APPLICATION**").

YOU ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT BY (A) EXECUTING AN ORDER FORM FOR SUBSCRIPTION(S) TO THE SERVICE THAT REFERENCES THIS AGREEMENT, (B) REGISTERING TO USE OR OTHERWISE USING THE SERVICE, (C) CLICKING A BOX INDICATING YOUR AGREEMENT WITH THE TERMS OF THIS AGREEMENT, AND/OR (D) DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE MOBILE APPLICATION. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR ANOTHER SUCH LEGAL ENTITY, (1) YOU DO SO WITH FULL AUTHORITY AND WITH THE POWER TO BIND THAT COMPANY OR OTHER SUCH ENTITY TO THE TERMS HEREOF.

IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, DO NOT REGISTER OR SUBSCRIBE FOR THE SERVICE OR OTHERWISE ACCEPT THE TERMS OF THIS AGREEMENT AND DO NOT ACCESS OR OTHERWISE USE THE SERVICE.

WE MAY MAKE CHANGES TO THE SERVICE OR TO THIS AGREEMENT AT ANY TIME. IF WE MAKE CHANGES TO THE SERVICE OR TO THIS AGREEMENT, WE WILL POST A CHANGE NOTICE ON THE SERVICE AND WE MAY SEND REGISTERED USERS AN EMAIL NOTICE OF THE CHANGE. YOUR CONTINUED USE OF THE SERVICE AFTER SUCH CHANGES HAVE BEEN SO POSTED MEANS THAT YOU AGREE TO THE NEW TERMS EVEN IF YOU HAVE NOT REVIEWED THEM.

Recitals

KiSP owns certain proprietary software for use by authorized KiSP Licensee's and by Licensee's customers.

Licensee desires to obtain a limited, personal, nonexclusive, nontransferable, non-assignable license to use such software, and KiSP desires to license such software to Licensee, on the terms and conditions set forth herein.

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Therefore, the parties agree as follows:

1. DEFINITIONS

"**Agreement**" means this Primary Terms of Service Agreement.

"**Confidential Information**" means all confidential 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.

"**Disclosing Party**" has the meaning ascribed to it in the definition of Confidential Information in this Section 1.

"**KiSP**", "**We**", "**Us**", "**Our**" means KiSP, Inc.

"**Log-in Credentials**" means the Username and Password for a User.

"**Materials**" means the information, documents, products and services provided on and through the Service, including content, trademarks, logos, graphics and images that are not Presentations. Materials do not include information, data, text, graphics, images, hyperlinks and other materials sourced from directly or indirectly from a User.

"**Mobile Application**" means The SnapTracker™ - Mobile application for use with Honeywell/Intermec mobile computing devices and/or Bar Code scanners.

"**Mobile License Agreement**" means the license agreement governing use and installation of the Mobile Application.

"**Non-Subscriber**" means a User who is not a Subscriber or a Subscribed User.

"**Order Form**" means the form detailing a Subscriber's purchase of Subscriptions from KiSP and incorporating any additional terms of this Agreement by reference in respect of those Subscriptions.

"**Password**" means the confidential password for access to the Service maintained by an individual User in accordance with Section 3.2.

"**Presentations**" has the meaning ascribed to it in Section 9.

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"Primary Market Area" has the meaning ascribed to it in Section 2.3.

"**Privacy Policy**" has the meaning ascribed to it in Section 4.2.

"**Receiving Party**" has the meaning ascribed to it in the definition of Confidential Information in this Section 1.

"**Registration Data**" has the meaning ascribed to it in Section 3.1(b).

"**Service**" means The SnapTracker™ Furniture Management web-based Software as a Service (SaaS) or installed Server and Client application as generally described at www.kisp.com/SnapTracker

"**Subscriber**" means the individual, company or other legal entity that purchases one or more Subscription(s) for the Service through an Order Form.

"**Subscribed User**" has means a User designated by a Subscriber.

"**Subscription**" means a limited, non-exclusive, non-transferable right to use the Service in accordance with the provisions of this Agreement. A Subscription is purchased for a specified term upon the completion of an Order Form.

"**Third Party Content**" has the meaning ascribed to it in Section 7.1.

"**User**" means You or an individual authorized by You to use the Service and includes any Subscribed User.
"**Username**" means the unique username provided to a User in accordance with Section 3.2.
"**You**" or "**Your**" mean an individual, company or other legal entity ordering, subscribing for or otherwise using the Service, as applicable.

2. SNAPTRACKER SERVICE AND USAGE

2.1. The Service will be made available to You in accordance with and subject to the terms and conditions provided herein, the terms and conditions of the Mobile License Agreement (where applicable) and, if applicable, in accordance with the terms and conditions set out in an Order Form. KiSP may, at its discretion make changes to the Service or to this Agreement. If We make material changes to the Service or any changes to this Agreement, we will post a change notice on the Service and/or we may send registered Users an email notice of the change. Your continued use of the Service after such changes have been so posted means that you agree to any new terms even if you have not reviewed them.

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2.2. You must comply with all terms of this Agreement. You will use commercially reasonable efforts to prevent unauthorized access to or use of the Service, including ensuring that all Users' log-in credentials are safeguarded as confidential by individual Users, and You will notify us promptly in the event of any such unauthorized access or use. You may gain access to information regarding other Users of the Service through the Service but You will not use other Users' contact information for commercial purposes and You agree not to disclose information about other Users to any third party.

2.3. Subject to

Subject to the terms and conditions of this Agreement and to the payment of all applicable Subscription Fees, KiSP grants to Subscriber, and Subscriber accepts, a limited, personal, nontransferable, nonexclusive, non-assignable, Object Code license, and not a Source Code license.

Subscriber may access and use the Service for Subscriber's business purposes only and only within a single, primary market area. Where a Subscriber owns and/or operates more than one dealership/service facility in more than one primary marketplace, (excluding near-geographically located branch offices or affiliates operating in non-primary market areas), a separate license must be purchased for each distinct marketplace. Subscriber may permit its Employees and Customers to access the Software for purposes of viewing, reporting and placing orders for furniture products or services or for furniture asset management activities.

3. USER REGISTRATION OBLIGATIONS

3.1. Users, including Subscribed Users unless otherwise provided for in an Order Form, are required to register before using the Service. In order to validly register, a User must:

(a) be of legal age to form a binding contract and not be a person barred from receiving services under the laws of Canada, the United States or any other applicable jurisdiction;

If a Subscriber or User, including a Subscribed User, provides any information that is untrue, inaccurate, or KiSP has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then KiSP has the right (i) to suspend or terminate the Subscriber's and/or the User's account, as the case may be and as KiSP deems reasonable in its sole discretion, and (ii) to refuse any and all current or future use of the Service (or any portion thereof) to the relevant Subscriber and/or User.

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3.2. Upon registration, You will be provided with personalized Log-in Credentials in the form of a 'Username' and 'Password'. If You suspect or become aware that the confidentiality of Your Password has been compromised or disclosed, You must notify KiSP immediately. You are responsible for activities that occur under Your account. You agree to immediately notify KiSP of any unauthorized use of Your account or any other breach of security in relation to the Service known to You.

4. CONSENT TO COMMUNICATION AND PRIVACY

4.1. By using all or part of this Service, or by registering as a User of the Service, You consent to receiving electronic communications from KiSP and its partners and affiliates regarding the Service, Your Use of the Service and/or any other matter related to the subject matter of this Agreement. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Service. These electronic communications are part of Your relationship with KiSP and You receive them as part of Your use of the Service. You agree that any notices, agreements, disclosures or other communications that we send You electronically by email to the address that is Your registered Username will satisfy any legal communication requirements, including that such communications be in writing.

4.2. Registration Data and certain other information about You are subject to our Privacy Policy. For more information, see our Privacy Policy at http://www.kisp.com/legal (the "**Privacy Policy**"). You understand that through Your use of the Service You consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the Canada, the United States and/or other countries for storage, processing and use by KiSP and its affiliates. While resident on servers in another country, this information may be accessed by the courts, law enforcement and national security authorities there.

5. CONFIDENTIALITY

5.1. The provisions of this Section 5 apply to You. The obligations established in this Section 5 shall survive the termination of this Agreement or of Your right to use the Service.

5.2. Our Confidential Information shall include all Users' Log-in Credentials as well as Materials, Presentations, and Third Party Content not subject to the exceptions stated herein. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of

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any obligation owed to the Disclosing Party or (iii) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.3. You shall (i) use nothing less than reasonable care to protect the confidentiality of Our Confidential Information, (ii) not use Our Confidential Information for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the us in writing, shall limit access to Confidential Information to those of Your affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements containing protections no less stringent than those herein. You shall not disclose the terms of this Agreement or any Order Form to any third party other than Your Affiliates and Your legal counsel and accountants without Our prior written consent.

5.4. You may disclose Confidential Information if You are compelled by law to do so, provided You give prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, if We wish to contest the disclosure.

6. SUSPENSION AND TERMINATION

6.1. KiSP reserves the right, in its sole discretion, to suspend any User's access to or use of the Service at any time and for any length of time. In the event, and for so long as, KiSP suspends a User's account, that User shall have no ability to access the Service.

6.2. KiSP may terminate a User account in accordance with its rights set out in an Order Form, and/or for breach of any of the Terms of this Agreement.

6.3. Upon the termination of a User's right to access or use the Service:

(a) The User's account(s) shall be canceled and closed and the concerned Username and Password shall be deactivated; and

(b) All and any other data uploaded and/or stored by the User may be removed from the Service; provided, however, that KiSP may continue to use the data for internal archival and reference purposes.

7. THIRD PARTY CONTENT

7.1. Certain information, Materials and content, not including Your data that are accessible through the Service are provided to KiSP by third party licensors and suppliers ("Third Party Content"). KiSP makes no representations, warranties or claims in respect of any Third-Party Content. The Third-Party Content is, in each case, the data and/or the copyrighted work of the

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creator/licensor. Unless You have permission from the owner of the Third-Party Content, You agree to only display the Third Party Content on Your personal computer or mobile device solely for Your personal or business use. You acknowledge and agree that You have no right to download, cache, reproduce, modify, display (except as set forth in this paragraph), edit, alter or enhance any of the Third Party Content in any manner unless You have permission from the owner of the Third Party Content. Furthermore, You acknowledge that Third Party Content available through the Service may not be wholly accurate or timely and that all Third Party Content should be verified with its originator to ensure its accuracy. Any agreement, transaction regarding products and services, or direct exchange of data between You and a provider of Third Party Content will be solely between You and the third party provider.

7.2. KISP DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

8. LINKS TO THIRD PARTY SERVICES

8.1. This Service may be linked to other services and may provide You with Third Party Content regarding services that are not supplied by KiSP. KiSP provides these other Services and this Third Party Content to You as a convenience and KiSP makes no representation on the fitness, purpose, accuracy or correctness of such Third Party Content or for such services and any embedded links or services provided therein.

9. PRESENTATIONS

9.1. You acknowledge that You are responsible for the information and material that You develop and/or import to the Service and/or through the use of the Service, including, without limitation, any presentations, or portions thereof, that You import, create, store and access on this Service (each, a "Presentation"), and that You, and not KiSP, will have full responsibility for each such Presentation, including its legality, reliability, appropriateness, originality and copyright.

9.2. If You submit Presentations to the Service, You grant KiSP a non-exclusive, perpetual, fully paid, worldwide, royalty-free license, in any current or future audio, visual or computer media, to use, copy, modify, distribute, display the Presentation and provide access to the Presentation to Users that You designate in connection with providing services related to this Service to You.

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9.3. You further agree that You will not upload, post or otherwise make available on the Service any material protected by copyright, trademark, patent, trade secret or any other proprietary right without the express permission of the owner of such proprietary right, and the burden of determining that any such material is not protected by any such right is on You. YOU SHALL BE SOLELY LIABLE FOR ANY DAMAGE RESULTING FROM ANY INFRINGEMENT BY YOU OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING ANY COPYRIGHTS, TRADEMARKS, PATENTS AND TRADE SECRETS.

9.4. You represent and warrant that: (i) You own all rights, title and interest in the Presentations posted by You on or through the Service or otherwise have the right to grant the license set forth in Section 9.2, and (ii) the posting of Your Presentations on or through the Service and any other use of Your Presentations does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Presentations posted by You to or through the Service or created with the use of the Service.

10. UNAUTHORIZED ACTIVITIES

10.1. Presentations and unauthorized use of any Materials or Third Party Content contained on this Service may violate certain laws and regulations. You shall indemnify and hold KiSP and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) KiSP or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that Your use of the Service or the use of the Service by any person using Your Username and/or Password violates any applicable law or regulation, or the rights of any third party.

11. PROPRIETARY RIGHTS

11.1. The SnapTracker™ is a trademark of KiSP. All other trademarks, names, brands and logos on this Service are the property of KiSP and / or their respective owners.

11.2. Unless otherwise specified, all information and screens appearing on this Service including documents, services, Service design, text, graphics, logos, images and icons, as well as the selection and arrangement thereof, are the sole property of KiSP. All rights not expressly granted herein are reserved.

11.3. You have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit the Service or any of the Materials in any manner. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the

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express written consent of the copyright owner. You will not reverse engineer the Service, or access the Service in order (i) to build a competitive product or service or (ii) to copy any elements or features (including graphics) of the Service.

12. THIRD PARTY INFRINGEMENTS

12.1. KiSP may, in appropriate circumstances and at our discretion, terminate or suspend service and/or access to the Service or Restricted Areas of the Service if You infringe intellectual property rights of others through the use of our Service. If You believe that Your work is the subject of an infringement in an intellectual property right and appears on our Service, You are obligated to provide Us with the following information:

- Documentary evidence from a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit KiSP to locate the material;
- Information reasonably sufficient to permit KiSP to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and / or
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13. DISCLAIMER OF WARRANTIES

13.1. Your use of the Service is at Your own risk. Neither the Materials nor the Third Party Content have been verified or authenticated in whole or in part by KiSP, and they may include inaccuracies or typographical errors. Furthermore, KiSP does not warrant the accuracy or

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timeliness of the information, the Materials or the Third Party Content available through the Service. KiSP assumes no liability for any errors or omissions in the Materials and/or the Third Party Content. KISP SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM THE DISPLAYING, COPYING, OR DOWNLOADING OF ANY INFORMATION, MATERIAL OR THIRD PARTY CONTENT FROM THE SERVICE, OR RELATING TO YOUR PRESENTATIONS.

13.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, KISP MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND KISP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. LIMITATION OF LIABILITY

14.1. IN NO EVENT SHALL KISP'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF (i) ONE CANADIAN DOLLAR (CAD $1.00), OR (ii) THE TOTAL OF THE SUBSCRIPTION FEES YOU HAVE PAID TO KISP FOR THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGES.

14.2. KISP WILL HAVE NO LIABILITY TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, AND WHETHER OR NOT KISP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. GENERAL

15.1. Unless otherwise provided for herein, if KiSP issues an official notice under this Agreement to You, it shall do so as specified in the Order Form, or, if You are a Non-Subscriber, by email to the email address that is Your registered Username. If you issue an official notice to KiSP under this Agreement, You will do so by email to the following email address: ncabral@kisp.com.

15.2. Ontario law and controlling Canada federal law, without regard to the choice or conflicts of law provisions, will govern these terms. Any disputes relating to these terms or the Service will be heard in the courts located in Ontario. If any of the provisions of this Agreement are found to be inconsistent with applicable law, then such terms shall be interpreted to reflect the intentions of the parties, and all other terms will remain in effect without modification.

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15.3. Failure or delay by KiSP or by You to exercise any right under this Agreement shall not constitute a waiver of such right.

15.4. Other than as expressly provided in this Agreement, You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without prior written consent from KiSP, which consent may not unreasonably be withheld.

15.5. This Agreement, the Mobile License Agreement and any relevant Order Forms shall, together, constitute the entire agreement between You and KiSP and supersede all prior or contemporaneous negotiations, discussions or agreements between You and KiSP about the Service. To the extent of any conflict or inconsistency between the provisions of this Agreement, and the provisions of an Order Form, the provisions of the Order Form shall prevail.

15.6. The proprietary rights, disclaimer of warranties, indemnities, limitations of liability and general provisions stated herein shall survive any termination or expiration of Your right to use the Service, cessation of Your use of the Service, termination of this Agreement or of Your Subscription.