

TERMS AND CONDITIONS

These terms and conditions (these “**Terms and Conditions**”) are made between The Interactive Abode Inc., an Ontario corporation having its principal place of business at 12 Sudbury St., #1004, Toronto, ON, M6J 3W7 (“**TIA**”) and the Client (the “**Client**”) identified on the Order Form. Specific service terms and any applicable licence and/or subscription terms will be set forth in applicable Service Schedules located at <https://www.theinteractiveabode.com/serviceschedules.html> and the Order Form, each of which becomes binding on the parties and incorporated into these Terms and Conditions upon execution of an Order Form.

Each Order Form is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the “**Agreement**” that consists of: (1) the Order Form; (2) the applicable Service Schedules; and (3) these Terms and Conditions. The applicable Service Schedules are determined by the Services purchased on the Order Form.

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties covenant and agree as follows:

1. Definitions and Interpretation.

1.1 Wherever used in this Agreement, the following words and terms, which may be used in the singular or the plural, will have the following meanings:

(a) “**Aggregated Statistics**” means data and information related to the Client’s and its Authorized Users’ use of the Software that is used by TIA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software.

(b) “**Authorized Users**” means the Client, its customers or purchasers, employees, consultants, contractors, and agents (i) who are (A) over the age of 18 years and (B) authorized by the Client to access and use the Software under the rights granted pursuant to the Agreement and (ii) for whom access to the Software has been purchased hereunder.

(c) “**Claims**” means any claims, damages, losses, liabilities (whether accrued, actual, contingent or otherwise), demands, suits, judgments, causes of action, legal proceedings, penalties or other sanctions, or costs or expenses of whatever kind (including legal fees).

(d) “**Client Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the Client or an Authorized User through the Software.

(e) “**Client Services Terms**” means the additional terms and conditions applicable to the Customization provided by TIA to the Client.

(f) “**Customization**” means the software development services provided by TIA to customize the Software for use by the Client, as detailed in the Order Form.

(g) “**Customization Fees**” means the fees payable by the Client to TIA pursuant to this Agreement for the Customization, as more particularly defined in the Order Form.

(h) “**Fees**” means, collectively, the Customization Fees, Subscription Fees, and Studio Fees.

(i) “**Improvements**” means all bugs, fixes, error corrections, updates, upgrades, modifications, new versions, new functions, new features enhancements and other improvements.

(j) “**Intellectual Property**” includes all patentable and unpatentable inventions, methods, processes, ideas, concepts, techniques, designs and data, all literary, artistic, dramatic and musical works (including computer software programs), all trade secrets, know-how and show-how, and all trademarks, trade names, business names, design marks, logos, domain names, website URLs and email addresses.

(k) **"Intellectual Property Rights"** means all worldwide patent, copyright, trade-mark, industrial design, trade secret, and other industrial and intellectual property rights recognized under legislation, common law or otherwise, whether registered or unregistered, including all registrations and applications for registration in respect thereof.

(l) **"Order Form"** means the order form provided by TIA that sets forth the pricing and options of the Services selected by the Client.

(m) **"Person"** means an individual, corporation, partnership, unlimited liability company, governmental authority, unincorporated organization, trust, association, or any other entity.

(n) **"Services"** means any (i) Customization; (ii) Subscription Services; and/or (iii) Studio Services performed by TIA and as selected by the Client in the Order Form.

(o) **"Service Schedules"** means the service-specific terms and conditions applicable to the Service(s) and include the Client Services Terms, the Subscription Terms, and the Studio Services Terms, as the same may be amended, renewed, extended or reinstated from time to time.

(p) **"Site"** means TIA's website, located at <https://theinteractiveabode.com/>.

(q) **"Software"** means TIA's proprietary application known as the "Online Design Studio", created to assist purchasers of residential dwellings with making selections of standard and upgraded finishes, as customized for the Client pursuant to this Agreement and made available by TIA on its Site.

(r) **"Specifications"** has the meaning given to that term in Section 5 of the Client Services Terms.

(s) **"Studio Fees"** means the fees payable by the Client to TIA pursuant to this Agreement for the provision of Studio Services, as more particularly defined in the Order Form.

(t) **"Studio Services"** means services provided by TIA to the Client as detailed in the Studio Services Terms and the Order Form.

(u) **"Studio Services Terms"** means the additional terms and conditions applicable to the provision of Studio Services by TIA to the Client.

(v) **"Subscription Fees"** means the fees payable by the Client to TIA pursuant to this Agreement for use of the Software by the Client and its Authorized Users as provided for by the Subscription Services, as more particularly defined in the Order Form.

(w) **"Subscription Services"** has the meaning given to such term in Section 2 of the Subscription Terms.

(x) **"Subscription Terms"** means the additional terms and conditions applicable to the provision of Subscription Services by TIA to the Client.

(y) **"Term"** has the meaning set forth in Section 3 of this Agreement.

1.2 For purposes of this Agreement: (a) the words "include", "includes", and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto", and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; (e) the headings are for reference only and shall not affect the interpretation of this Agreement; and (f) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (g) to Sections and Schedules mean the sections of, and schedules attached to, this Agreement; and (h) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise stated, all dollar amounts referred to in this Agreement are stated in Canadian currency.

2. Services. TIA will provide the Services to the Client as set forth in the Order Form in accordance with the terms and conditions of this Agreement. The applicable Service Schedules that apply in addition to these Terms and Conditions are determined by the Services the Client purchases on the Order Form.

3. Term.

3.1 Unless otherwise terminated as provided for herein, this Agreement will be in effect for the period commencing on the execution of the Order Form by the parties and ending on the last day on which Services are performed by TIA for the Client (the “**Term**”).

3.2 In the event of termination, non-renewal or non-payment by the Client of any amounts payable under this Agreement, this Agreement shall terminate and the right of the Client and Authorized Users to access to the Software shall cease.

4. Fees and Payment.

4.1 In addition to any other payment terms expressly set forth in the Order Form and the applicable Service Schedules, the Client will pay all Fees set forth in the Order Form in accordance with this Section 4.

4.2 Payment of the Fees will be made by the Client to TIA in full in Canadian dollars, no later than fifteen (15) calendar days following the date of TIA's invoice.

4.3 In addition to any other rights or remedies of TIA, in the event of late payment interest will accrue at the rate of 12% per annum, calculated monthly, not in advance, from the date that any payment is due hereunder, until the date such payment is received in full.

4.4 Without waiving any of TIA's other rights or remedies, TIA may suspend the Services until all overdue amounts are paid in full. The Client shall also reimburse TIA for all costs incurred in collecting any late payments, including legal fees.

4.5 All Fees payable by the Client under this Agreement are exclusive of taxes and similar assessments. The Client is responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by the Client hereunder, other than any taxes imposed on TIA's income.

5. Title.

5.1 TIA will retain all right, title, and interest, including all Intellectual Property and all Intellectual Property Rights in the Software and all Improvements thereto, whether or not developed by, at the request of, or in conjunction with the Client. TIA reserves all rights not expressly granted herein. Only TIA will have the right to make Improvements to the Software.

5.2 TIA acknowledges that, as between TIA and the Client, the Client owns all right, title, and interest, including all Intellectual Property Rights, in and to the Client Data and Specifications. The Client hereby grants to TIA a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Client Data and Specifications and perform all acts with respect to the Client Data and Specifications as may be necessary for TIA to provide the Software to the Client and its Authorized Users, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display the Client Data incorporated within the Aggregated Statistics.

5.3 The Client will not and will not authorise or assist any third party to do any act, or fail to do any act, which would challenge, jeopardise, invalidate or be inconsistent with any Intellectual Property Rights of TIA in the Software.

6. Warranties of TIA.

6.1 TIA warrants only that the Software (without the Client Data or Specifications) will not knowingly infringe the Intellectual Property Rights of third parties and will otherwise comply with all applicable laws. The Client will not provide any additional or modified warranties, representations or conditions with respect to the Software to any Person. The Client's sole remedy and TIA's sole liability for any breach of the express warranty in this Section 6.1

will be, at TIA's sole option, to promptly replace or remedy the Software so that it is in compliance with the above warranty or to refund to the Client any monies actually paid by the Client to TIA hereunder for the Software that are not in compliance with such warranty, such amount not to exceed the sum of \$10,000.00.

6.2 TIA warrants that it shall perform the Studio Services (a) using personnel of industry standard skill, experience, and qualifications; and (b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. TIA (a) MAKES NO WARRANTIES EXCEPT FOR THOSE SET OUT IN THIS SECTION 6.2 AS IT RELATES TO STUDIO SERVICES; AND (b) DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREE AND CLEAR TITLE. TIA's sole and exclusive liability and the Client's sole and exclusive remedy for breach of the limited warranty set out in this Section 6.2 shall be for TIA to use commercially reasonable efforts to cure any such breach. If TIA cannot cure the breach in compliance with the warranty set forth above within a reasonable time (but no more than thirty (30) days) after the Client's written notice of such breach, the Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 14. TIA shall within thirty (30) days after the effective date of such termination, refund to the Client a portion of the Studio Fees previously paid by the Client as of the date of termination corresponding to the defective Studio Services.

6.3 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT ABOVE THERE ARE NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE SOFTWARE, THE IMPROVEMENTS AND ANY SERVICES PROVIDED HEREUNDER, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AND ALL OTHER WARRANTIES AND CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT AND FROM EACH ORDER FORM FOR THE SUPPLY OF PRODUCTS OR SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR OR ANY PURPOSE.

7. Disclaimers.

7.1 TIA makes no representation, warranty or guarantee that the Software: (i) is or will be reliable, suitable, available, accurate or complete; (ii) will operate uninterrupted or error-free, or that it is appropriate for the Client's or any Authorized User's needs; (iii) is or will be secure, uninterrupted, error-free or operate properly or seamlessly with an Authorized User's computer or other systems, software and/or the Client Data. TIA has no obligation whatsoever to correct any errors or defects in the Software unless as specifically provided for in this Agreement.

7.2 TIA will use reasonable endeavours to ensure that the Software is made available to Authorized Users at all reasonable times; however, the Software is provided on an "as is" basis and TIA will not have any liability to the Client or any Authorized Users for the failure to use the Software on any specific platform device. Performance and use of the Software may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as the location of the Authorized User, the availability or bandwidth available through and/or speed of the Internet connection used.

8. Indemnification. Subject only to Section 9.2 herein, the Client hereby agrees to indemnify and hold harmless TIA, and its officers, directors, employees, agents, successors and assigns from and against all Claims arising out of or resulting from: (a) TIA's reliance on and use of the Specifications or Client Data in accordance with the Agreement; (b) the Client's or the Client's customers' reliance on and use of the Software; and (c) the Client's breach of any representation, warranty or obligation of the Client in the Agreement. Notwithstanding the foregoing, TIA shall not be entitled to indemnification or release hereunder to the extent that any such Claim arises as a result of the fraud, bad faith, willful misfeasance or gross negligence on the part of TIA or any of its respective officers, directors, agents, shareholders, partners or employees. This Section 8 will survive the performance, expiration or termination of this Agreement.

9. Limitation of Liability.

9.1 In no event shall TIA be held liable to the Client or to any third party for any Claims arising out of or in connection with (a) the Client's or the Client's customers' reliance on and use of the Software; or (b) any act or omission on the part of TIA.

9.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR PURE ECONOMIC LOSS, INCLUDING

DAMAGES FOR LOSS OF BUSINESS, REVENUE OR PROFIT, LOSS OF DATA, FAILURE TO REALIZE ANTICIPATED SAVINGS OR CLAIMS OF THIRD PARTIES EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 TIA'S TOTAL AGGREGATE LIABILITY TO THE CLIENT IN RESPECT OF THE SOFTWARE OR ANY OTHER SERVICES PROVIDED HEREUNDER OR OTHERWISE IN RESPECT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT STATED IN SECTION 6.1, REGARDLESS OF THE CAUSE OF ACTION, INCLUDING BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), INFRINGEMENT, STRICT LIABILITY OR OTHER LEGAL THEORY. THIS SECTION 9 WILL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

10. Termination. Either party may terminate this Agreement upon providing the other party with thirty (30) days' written notice.

10.2 In addition to any other express termination right set forth in the Agreement, a party will, upon occurrence of any of the following events, have the right to terminate this Agreement immediately upon provision of written notice to the other party:

(a) if the other party fails to perform its obligations, or violates any term or condition of this Agreement, where such failure or violation is not corrected within thirty (30) calendar days following receipt of notice from the party not in default (except in the case of a failure by the Client to pay to TIA any amount owing hereunder, in which case the time to correct such failure will be within ten (10) calendar days following receipt of notice from TIA); or

(b) if the other party: (i) makes any assignment for the benefit of creditors, files a petition in bankruptcy, is adjudged bankrupt, becomes insolvent, is placed in the hands of a receiver, or if the equivalent of any such events occur, or (ii) ceases to conduct business in the ordinary course, seeks liquidation, dissolution or takes any other similar action.

10.3 Termination of this Agreement will not release the Client from the obligation to pay TIA any Fees, whether then or thereafter due, such Fees being subject to the payment terms set forth in Section 4, entitle the Client to any refund unless expressly provided for in this Agreement, or operate to discharge any liability which has been incurred by TIA or by the Client, prior to the effective date of such termination.

10.4 Immediately upon the termination of this Agreement, the Client and its Authorized Users will immediately cease all use of the Software and remove all references or interfaces to the Software from its own materials. The Client, as directed by TIA, will promptly destroy, or return to TIA, all TIA Documentation, data and Confidential Information then in the possession or control of the Client and those persons for whom the Client is legally responsible.

11. Survival. In addition to the length of survival of any provision which may be explicitly stated in the Agreement, all of the representations and warranties made by TIA and set out in this Agreement will survive the expiration or termination of this Agreement, as will all other provisions of the Agreement which, by their nature, might reasonably be expected to survive.

12. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, tsunami, epidemics, pandemics, including the 2019 novel coronavirus pandemic (COVID-19), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure

Event, the non-affected party may similarly suspend its performance obligations (except for any obligations to make payments to the other party hereunder) until such time as the affected party resumes performance.

13. Confidentiality. From time to time during the Term, a party (the “**Disclosing Party**”) may disclose or make available to the other party (the “**Receiving Party**”) information about its business affairs, products, confidential intellectual property, and other sensitive or proprietary information, whether orally or in written, electronic, or other form, and whether or not identified as “confidential” (collectively, “**Confidential Information**”). The Receiving Party shall not publish, reproduce, circulate or otherwise distribute or disclose Confidential Information provided by the Disclosing Party. The Receiving Party shall take all necessary precautions to ensure that the Receiving Party’s employees and representatives treat such Confidential Information as confidential and do not divulge such Confidential Information through willful actions or negligence. All such Confidential Information provided to the Receiving Party remains the property of the Disclosing Party and shall be returned to the Disclosing Party upon demand and shall not be reproduced in any manner except upon written consent of the Disclosing Party.

14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the parties at the addresses set forth on the Order Form (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section 14). Notices sent in accordance with this Section 14 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email if sent during the addressee’s normal business hours, and on the next business day if sent after the addressee’s normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

15. General. (a) Waiver. Failure of either party to enforce any provision of this Agreement will not be construed as a waiver by that party of such provision and will not prevent or bar enforcement of that or any other provision by that party. (b) Invalidity. If any provision in this Agreement should be held illegal or unenforceable, such provision will be severable from this Agreement and such severance will not affect the enforceability of any other provision of this Agreement. (c) Assignability. This Agreement and the respective rights and obligations of the parties hereunder may not be assigned, transferred, licensed, sub-licensed or sub-contracted, without the consent of the other party, which will not be unreasonably withheld. (d) Further Assurances. The parties will execute and deliver all other documents and agreements and will do all other acts and things as may reasonably be required to carry out the intent of this Agreement. (e) Applicable Law. This Agreement will be governed, interpreted or construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, excluding its conflict of laws rules. All disputes and controversies arising out of, or in any manner relating to this Agreement which the parties do not resolve in good faith within 60 calendar days after either of the parties notifies the other in writing of its desire to discuss such dispute or controversy, will be submitted to a Court of competent jurisdiction in Ontario and the parties irrevocably submit to the exclusive jurisdiction of such Courts in the event of any proceeding arising hereunder. (f) Public Announcements. All public announcements regarding this Agreement and/or any business that results from it and that include use of the TIA’s corporate name, trade-marks, logos and/or trade names will be mutually agreed upon by the parties, acting reasonably, before publication. Notwithstanding the foregoing, the Client consents to TIA referring in its promotional and marketing materials to (i) the Software, as customized in accordance with the Client Services Agreement; and (ii) the Client’s name and/or other indicia in its lists of current or former clients. (g) Independent Parties. The relationship of the parties is that of independent contractors and is not that of employment, franchiser-franchisee, agency, or joint venturers. Neither party will or is authorized to bind the other party to any obligation, without the other party’s consent, which consent may not be unreasonably withheld or delayed. (h) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein. With the exception of the Client Services Agreement, which agreement remains in full force and effect, this Agreement supersedes all prior discussions, representations, warranties and the terms and conditions in any existing agreements, oral or written, made between the parties with respect to the subject matter hereof. This Agreement will not be amended or modified except by written agreement of the parties. (i) Binding Effect. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. (j) Counterparts and Execution. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.