

2020 Icovia License and User Agreement

Terms and Conditions for Design Edition and RealTourVison (RTV) Edition Services

PLEASE READ CAREFULLY. BY INDICATING YOUR ACCEPTANCE UPON REGISTRATION OR UPON ACCOUNT UPDATE, YOU ARE AGREEING THAT YOU, YOUR COMPANY (or other entity) WILL BE BOUND BY THE TERMS OF THIS AGREEMENT.

End User License Agreement

This End User License Agreement is by and between 2020 Technologies, a Canadian corporation and the user, company (or other entity) acknowledging this Agreement.

1. Provision and Use of Service.

(a) 2020 will provide Customer access to the 2020 Icovia Space Planning Service which will permit an individual user the ability to register for a user account, plan, process, retrieve, and transmit transaction data submitted by Customer pursuant to the terms of this Agreement. 2020 may change Service features and functionality, as well as the terms and conditions of this Agreement, from time to time.

(b) Customer is responsible for its own compliance with this Agreement, including without limitation the compliance of its employees, officers, agents, and any third-party Customer invites to participate in the Service.

(c) Customer will at no time connect this service to the customers web site.

(d) Customer acknowledges that an account on this service is for a single user. Violation of this provision will result in immediate account cancellation and customers loss of all rights to content and services.

(e) Customer acknowledges that user accounts on this service are self-registration and self-cancellation. Billing will occur to a user's credit card as identified in section 2 each month until a user logs into their account and cancels.

(f) Customer acknowledges that Support is provided to users via email only. Users should familiarize themselves with the help files found in the planner and FAQ's located at <https://icovia.blogs.com>. Requests pertaining to use of the service should be directed to 2020icovia.support@2020spaces.com. Requests pertaining to credit card billing should be directed to 2020icovia.sales@2020spaces.com.

(g) Customer acknowledges that Version 5 of this service is built on Adobe Flash and is not compatible with Mobile devices. Version 5 runs in a Web Browser on a PC or Mac only. Subsequent Versions will remove the need for Adobe Flash starting with Version 6 which is being introduced globally from mid-2019 through mid-2020. It is planned to be implemented transparently such that user accounts and plans remain intact if possible.

2. Fees and Billing.

(a) Design Edition and RTV Edition accounts are single user self-registration/self-cancellation accounts. Customer's use of the Design Edition and RTV Edition Space Planner Service will result in fees as will be set forth as shown on the users account page.

(b) All fees will be in U.S. dollars.

(c) Fees for the Service will immediately start when a user account is created, billing information is entered, and these "Terms of Service" are acknowledged activating a user account in either the Design Edition or RTV Edition planner.

(d) From the date an account is activated billing will occur each month to the Credit Card the Customer entered on or around the date that the account was activated (billing cycle). A Customer's credit card statement is the Customers invoice for services. Billing continues monthly until the Customer logs in and cancels their account. Cancellation is immediate.

(e) All fees charged are for a full billing cycle. No refunds are made for unused days if cancellation occurs during the billing cycle. No credits are issued if a Customer cancels during a billing cycle and re-activates during the same billing cycle. When an account is re-activated a new billing cycle is started on the date of re-activation.

(f) Customer is responsible for all credit card charges incurred by the account until the user logs into the account and "cancels". A Credit Card that expires is not considered to be a cancellation.

(g) When/If a Customer updates the billing information on an account that was put on hold by 2020 where payment could not be collected (error processing card or card expires while an account remains active), back payments owed will be collected by 2020 and shown as multiple monthly charges to a Customer credit card as outlined in this agreement.

(h) Customers using this credit card payment option, will see charges by 2020 (Icovia) directly to a Customer's credit card pursuant to such terms and conditions outlined in this agreement.

(i) The Service fees and charges may be changed by 2020 from time to time. Customer will be notified in the event of fee changes.

(j) Questions on billing should be directed to 2020icovia.sales@2020spaces.com.

3. Limitations on Use of Service, Service Software and Support.

(a) As used herein, "Software"; refers to any software incorporated into the Service. Customer will not, and will not permit, assist, or allow others to, reverse engineer, decompile, disassemble, re-engineer, or otherwise discover, recreate, or attempt to discover or recreate the Software or its source code. Customer will not modify or attempt to modify the Software or sublicense or charge others to use or

access the Software or the Service. Customer will not use the Software or the Service in any way not expressly authorized by this Agreement.

(b) Customer acknowledges that the Services are provided for a single user account connection during use of the Service and also acknowledges that the Service may not be launched from or connected to a Customer web site.

(c) Customer acknowledges that the Services are not intended for permanent storage and Customer agrees not to use the Service for archiving or back-up purposes. Customer will not store “Mission Critical” data on the Service, including without limitation data pertaining to power generation, military or national security, or any function to sustain or rescue the health or well-being of any person.

(d) Customer acknowledges that the Services allow users to cancel an account and re-activate at any time within a period of two years from the customers original date of cancellation of an account. 2020 will when possible keep user plans and accounts for up to this two-year period unless removal of stored data is required to maintain adequate performance for all users with active accounts.

(e) Customer acknowledges that from time to time, 2020 may add new features to the Service that are described as “Beta Features”. Customer acknowledges that Beta Features may be untested, non-functional, and/or partly functional features of the Service. If Customer elects to use a Beta Feature, it does so at its own risk. Except as specifically provided in this Section 3(c), the Beta Features will be considered part of the Service and all provisions of this Agreement relating to the Service will apply to the Beta Features.

(f) Customer acknowledges that Support is available to users of the Service via email only. Users shall email 2020icovia.support@2020spaces.com with questions or when assistance is needed. Support is available Monday through Friday from 8:30am through 5pm Eastern Time (US) excluding company or government holidays.

4. Security, Privacy, and Access.

(a) 2020 will exercise reasonable care to prevent any unauthorized person or entity from gaining access to Customer Data. Billing information on Design Edition or RTV Editions will be stored separately from the planners’ user account and will be used solely for billing the month-to-month service by 2020’s payment processor. Each party will promptly notify the other of any unauthorized access to or use of Customer Data or passwords. The parties will use reasonable efforts to take remedial measures to address any such unauthorized access. 2020 will not be liable for any damages incurred by Customer arising out of or related to use of the Service, including without limitation in connection with any unauthorized access to or disclosure of Customer Data, resulting from the actions of Customer, any third party, or from the failure of electronic or other security measures.

(b) 2020 has no obligation to monitor the Service. 2020 has the right to monitor the Service and to disclose any information arising out of it, including without limitation Customer Data, as necessary to satisfy any law, regulation, or demand of government or of internal auditors or to protect 2020 or its customers. 2020 may remove or refuse to post any materials that it finds, at its sole discretion, to be

offensive, undesirable, in violation of this Agreement, or otherwise unacceptable. However, 2020 has no obligation to remove any such materials.

(c) Customer will not use the Service to transmit or store any data that may be considered obscene or pornographic, that contains defamatory material, or that violates federal, state, or local law.

(d) Customer will not disclose any account passwords to any third party not authorized to use the Service.

(e) Customer grants 2020 the right to display Customer's company or entity name on its customer list, which is used for 2020's marketing purposes (brochures, web site, etc.) Customer's authorized representative may request removal from this list at any time by written request.

5. Limited Warranty; Limitation of Liability.

(a) 2020 warrants that the Service will be provided with due care.

EXCEPT FOR THE FOREGOING, 2020 DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE. Furthermore, UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL 2020 BE LIABLE TO CUCUSTOMER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, COVER, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE USE OR INABILITY TO USE THE SERVICE. In no event will 2020's total liability for damages, losses, or causes of action, whether in contract or tort, including without limitation negligence, either jointly or severally, exceed the aggregate dollar amount paid by Customer to 2020 in the twelve (12) months prior to the claimed injury or damage.

(b) 2020 is not liable for the accuracy, truthfulness, or validity of any data entered by Customer or provided through the Service. 2020 is not liable for the loss of any Customer Data.

(c) Customer's sole and exclusive remedy if it is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of 2020 is to discontinue using the Service by logging in to their user account and cancelling.

6. Indemnification.

Customer will indemnify and hold harmless 2020 and its affiliates, employees, officers, directors, agents, licensors, successors and assigns from all damages and liability, including without limitation reasonable attorneys' fees, incurred as a result of:

(a) Customer's violation of its obligations under this Agreement,

(b) the negligent or willful acts of Customer, or

(c) the violation by Customer of 2020's or any third party's rights, including without limitation privacy rights, other property rights, trade secret, proprietary information, trademark, copyright, or patent

rights, and claims for libel, slander, or unfair trade practices in connection with the use or operation of the Service. Customer's obligation to indemnify will survive the expiration or termination of this Agreement by either party for any reason.

7. Termination and Cessation of Service.

(a) Either party may terminate this agreement at any time. Customers acknowledge that they must log in to their account and cancel. The following obligations will survive the termination of the Agreement for any reason:

- (i)** indemnification obligations set forth in Section 6 above;
- (ii)** fee obligations set forth in section 2 above that become due under this Agreement before termination; and
- (iii)** any other provision hereof where the context of such provision indicates an intent that it will survive the term or termination of this Agreement.

(b) 2020 may deny Customer access to all or part of the Service without notice if 2020 believes, in its sole discretion, that Customer may have violated any of the terms of this Agreement.

8. Interruption of Service.

(a) 2020 WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO INTERRUPTION OF, OR DEFECTS IN TRANSMISSION OF, THE SERVICE, including without limitation interruptions or defects due to inability to access the Internet or any part thereof, equipment modifications, upgrades, relocations, or repairs. No reduction of payments will be made in the case of temporary interruption of or defects in transmission of the Service.

(b) 2020 will not be liable for interruption of or delays in transmission of the Service caused by acts of God, fire, water, riots, acts of Government, acts or omissions of Internet backbone providers, or any other causes beyond 2020's control.

9. Miscellaneous.

(a) This Agreement constitutes the entire Agreement between 2020 and Customer regarding the subject matter hereof and expressly supersedes any prior or contemporaneous written or oral agreements between the parties regarding the subject matter hereof, including without limitation any offer, purchase order, or other similar instrument in writing. This Agreement may not be amended, altered, or changed except by a written agreement signed by the duly authorized representatives of both parties.

(b) In the event that any provision of this Agreement is held to be unenforceable, such provision will be construed as nearly as possible to reflect its original intent and the remainder of this Agreement will remain in full force and effect.

(c) Customer's rights in this Agreement are personal and are not assignable. 2020 may assign its rights and obligations under this Agreement to third parties.

(d) This Agreement at the time of its preparation is construed in accordance with and governed by the internal laws of the State of New Hampshire without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Hampshire to the rights and duties of the parties. The parties agree that any claim, controversy, or dispute arising out of or relating to this Agreement will be settled by final and binding arbitration to be conducted in New Hampshire in accordance with the commercial arbitration rules of the American Arbitration Association. The decision of the arbitrator(s) will be binding; provided that 2020 may bring an action in a court of law (i) involving allegations of personal injury to a third party, or (ii) for injunctive or other equitable or extraordinary relief.

(e) The remedies provided in this Agreement and at law or in equity are cumulative and not exclusive. The failure by either party to exercise any right or remedy under this Agreement or otherwise available at law or in equity will not be deemed a waiver of any subsequent right or remedy.

(f) No person or entity who is not a party to this Agreement will derive any rights whatsoever hereunder as a third-party beneficiary of this Agreement.

10. Acceptance.

The parties acknowledge that they have read the terms and conditions of this Agreement and hereby agree to be bound thereby. This Agreement will become effective upon Customer's acceptance by electronic acknowledgment on the account setup Web page.