

## Long View Systems SYNC Application Terms of Use Agreement

The SYNC Application is owned and operated by Long View Systems Corporation ("Long View") and any content available in relation thereto shall be collectively referred to as ("SYNC Application"). This Terms of Use Agreement (the "Agreement") is between Long View and Client ("Client") and does not apply to other software that may be provided to your organization that is not part of the SYNC Application. By exercising Client's right and decision to use the SYNC Application, Client agrees to be bound by the terms of Agreement. If Client does not agree to the terms of this Agreement, Client shall not use or access the SYNC Application.

### 1. Ownership and Use of SYNC Application

- 1.1 Ownership and title to any infrastructure equipment and software owned by Long View and used to deliver the SYNC Application, shall remain with Long View and no title thereto is transferred to Client.
- 1.2 Client agrees to and shall ensure that its employees, contractors and its agents (together the "Representatives"), strictly adhere to and fully comply with Long View's restrictions in its and their use of such application.

### 2. Service Levels

- 2.1 As part of the SYNC Application, Long View shall monitor its compliance with applicable service level agreements on behalf of Client.

### 3. Location of Data

- 3.1 The SYNC Application is hosted by Long View in a Canadian data centre.

### 4. Termination

- 4.1 Client may terminate the Agreement at any time, by requesting that their associated accounts be removed from the SYNC Application database.
- 4.2 Should CLIENT breach any of the terms of this Agreement, Long View reserves the right to suspend and/or terminate access to the SYNC Application.

### 5. Client Access

- 5.1 Client shall designate in writing or email requests for user access to the SYNC Application. Such person shall be fully authorized on behalf of Client to access the SYNC Application on behalf of Client for all matters in connection herewith, including viewing Client data contained in the SYNC Application.

## 6. Client Responsibilities

6.1 Client shall ensure that any user access limitations in this SYNC Application are adhered to.

6.2 Client agrees to issue or disclose passwords to Representatives who have reviewed or been made aware of the terms and conditions of the SYNC Application and who have agreed to be bound to the same. Client agrees to cause its Representatives to strictly comply with this Agreement and Client shall be responsible for any misuse or breach by its Representatives.

6.3 Client is responsible for:

- a. Maintaining the confidentiality of its passwords.
- b. Promptly notifying Long View upon learning that any passwords have been lost, stolen, disclosed to an unauthorized party or otherwise compromised.
- c. Any activities which occur under or pursuant to use of its passwords, whether or not Client or any Representatives is the entity or individual undertaking such activities, and for which Client shall indemnify and hold harmless Long View.

## 7. Intellectual Property and Use Thereof

7.1 Except for any access granted to Client to the SYNC Application, this Agreement will not transfer to Client any Long View intellectual property rights and all right, title and interest therein and thereto remains with Long View.

7.2 Client agrees to:

- a. Not to reverse engineer, decompile, disassemble, or create any derivative work of any Long View intellectual property.
- b. Except for users and Long View, not to allow any third party access to its passwords not use its computer system to access or use the SYNC Application.
- c. Not to conduct any fraudulent or harmful activities on a Long View's system, including the introduction of any bug, virus, spyware, phishing or other inappropriate malware.
- d. Not to interfere with or disrupt any Long View services.
- e. Not to impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity.

## **8. Flow of Data**

8.1 Long View does not and cannot control the flow of data to or from Long View's network and the internet. Third parties can impair or disrupt Client's connections to the internet. Although Long View will take actions it deems appropriate to remedy and avoid such events, Long View cannot guarantee that such events will not occur. It is Client's responsibility to ensure that the information and data transmitted and received by it is secure, error and bug free and complies with all applicable laws and regulations. Accordingly, Long View disclaims any liability resulting from or related to such events.

## **9. Privacy Statement**

9.1 Long View Systems agrees to the privacy of data transmitted to us to only be accessible by employees and contractors of Long View systems. Data in the SYNC Application will not be made available to any third party without the written consent of your organization.

## **10. Permissions You Grant Us**

10.1 Client grants Long View the right to retain and analyze all information submitted using the "Upload" function in the SYNC Application or transmitted to Long View Systems via email or any other electronic or physical transfer.

## **11.Successor Agreements**

11.1 The terms in this Agreement may change in the future. In such case, and when appropriate, Long View will notify Client prior to the new terms going into effect.

## **12.General**

12.1 These terms and conditions set out herein, as modified from time to time as described above, including the policies/terms incorporated by reference, set forth the entire understanding and agreement between Client and Long View with respect to the subject matter hereof. If any provision or provisions hereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. Except as described herein, Client may not assign this agreement without our explicit consent.

## **13.Effective Date**

13.1 May 17, 2018.