

SUBSCRIBER AGREEMENT

This Subscriber Agreement is entered into between you and Scatterling Services Ltd. ("Scatterling") and concerns Scatterling's provision of the Scatterling worker monitoring and status notification service (the "Service").

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT ("ORDER FORM") OR BY USING THE SERVICE YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT.

If executing an Order Form on behalf of an organization, you represent that you are authorized to bind the organization and are agreeing on behalf of that organization. Where you are agreeing on behalf of an organization, "you" refers to that organization.

1. UPDATES

Scatterling reserves the right, in its sole discretion, to modify this agreement at any time ("Updates") and shall make Updates available at scatterling.co. You are deemed to accept any Update by continuing to use the Service. Unless Scatterling states otherwise, Updates are automatically effective 30 days after posting on scatterling.co.

2. THE SERVICE

2.1 Subscription and License. The Service is provided solely for worker monitoring and status notification purposes. YOU ACKNOWLEDGE AND AGREE THAT SCATTERLING IS NOT LIABLE FOR PERSONAL INJURY OR DEATH OCCURRING AS A RESULT OR DURING USE OF THE SERVICE OR DUE TO THE UNAVAILABILITY OR FAILURE OF THE SERVICE. Scatterling grants you a non-exclusive, non-sublicensable, revocable, limited subscription to access the Service through registered accounts (each, an "Account") as permitted by the terms of your subscription (collectively, the "Subscription"). If you access the Service through software provided by Scatterling, including but not limited to the Scatterling mobile or desktop application, (the "Software") Scatterling grants you a non-exclusive, non-sublicensable, limited, revocable license to install and use the Software on any mobile device(s) used in connection with your business.

2.2 Features. The Service is provided through mediums that may include the Software, a telephone system and hardware peripherals and includes features containing different functionality (collectively, "Features"). Features available to you depend on the terms of your Subscription and are subject to change at any time at Scatterling's sole discretion, without notice or compensation. Features associated with each Subscription type are available at scatterling.co, as updated on one or more occasions. Your Subscription is not contingent on Scatterling implementing any Features, even if publicly announced or discussed with you.

2.3 Trial Service. The Service may be available on a trial Subscription basis solely for evaluation, and not for operational, purposes ("Trial Service"). Trial Service Features may not be equivalent to paid Subscription Features and may be limited in, for example, functionality, security or customization.

2.4 Availability of Services. Scatterling shall use commercially reasonable efforts to make the Services available 24/7 during the Term except for planned downtime, which Scatterling shall provide prior notice of. Services are subject to unavailability caused by circumstances beyond Scatterling's reasonable control including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or power, communication or Internet service provider failures or delays.

2.5 Authorized Users. The Service may be accessed by the number of authorized users from your organization set forth on the Order Form ("Authorized Users"). Authorized Users may be increased with approval from a Scatterling sales representative. An Authorized User may be replaced with a different Authorized User, provided the replaced individual no longer requires use of and has no further access to the Service.

2.6 Account Login Information. A user ID and password are required to access an Account ("Login Information"). You shall manage and ensure the security, confidentiality and authorized use of Login Information. Authorized Users are prohibited from sharing Login Information. You shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and notify Scatterling promptly of unauthorized access or use.

3. USE OF THE SERVICE

3.1 Terms of Use and Privacy Policy. Use of the Service is governed by this agreement, a Terms of Use and Privacy Policy. You and each Authorized User must agree to the Terms of Use and Privacy Policy in order to use the Service. You shall ensure that each Authorized User accepts the Terms of Use and Privacy Policy prior to accessing the Service and Authorized User compliance with the Terms of Use. If at any time you disagree with the then-current Terms of Use or Privacy Policy, you must immediately stop use of the Service and contact Scatterling at support@scatterling.co.

3.2 Authorized Use. You shall use the Service in conformance with all applicable laws and regulations. You shall not use the Service to, and shall be liable for Authorized Users using the service to:

- a.** engage in conduct constituting improper use of the Service;
- b.** decompile, disassemble or reverse engineer the Service or otherwise attempt to derive the Service source code or gain unauthorized access to the Service;
- c.** reproduce, rearrange, modify, translate, create derivative works from, display, perform, publish, or distribute the Service;
- d.** break, disrupt or attempt to break or disrupt any device used to support the Service or experience of an Authorized User or knowingly exploit a flaw or bug in the Service;
- e.** store or transmit material that is infringing, libellous, unlawful or in violation of any person's rights;
- f.** harass, abuse, stalk, threaten or impersonate any person;
- g.** sell, rent, lease or sublicense the Service or access thereto;
- h.** promote, encourage or undertake illegal activity or communicate, link to, post, submit or upload content that contains objectionable or offensive conduct; or
- i.** infringe or violate third-party rights including but not limited to: (i) contractual rights; (ii) copyright, patent, trademark or trade secret rights; (iii) privacy rights; (iv) publicity rights; or (v) confidential information,

as determined by Scatterling in its sole discretion.

3.3 Suspension. Scatterling may suspend your, or a particular Authorized User's, access to the Service at any time for any reason (or for no reason) including, but not limited to, violation of this agreement or the Terms of Use, as determined in Scatterling's sole discretion. Scatterling has sole discretion to lift a suspension.

3.4 Customer Data. Customer data includes any data, information and content provided or entered by you or Authorized Users when using the Service ("Customer Data"), which may include the creation of user profiles containing personal information about Authorized Users. If Customer Data is to include personal information, you shall acquire appropriate authorizations and consents prior to inputting such Customer Data. Scatterling has no obligation to monitor, examine or evaluate the content, accuracy, completeness, timeliness, validity, non-infringement of third-party rights, legality or any other aspect of Customer Data. You are solely responsible for ensuring that the uploading and use of Customer Data complies with all applicable laws and regulations in the jurisdictions in which you are using the Service, the accuracy, integrity and legality of Customer Data, the means by which you acquire and keep Customer Data current and the manner of use of Customer Data by you and Authorized Users. You hereby grant Scatterling a perpetual, fully-paid, royalty-free, non-exclusive, sublicensable, worldwide license to Customer Data for the limited purpose of providing the Service to you, such as hosting, displaying, copying and transmitting Customer Data on or through the Service, and for purposes outlined in the Privacy Policy. You own all right, title and interest in and to Customer Data, subject to the privacy rights of Authorized Users.

3.5 Subscriber's Equipment. Access to the Service requires hardware including, but not limited to, a computer, mobile device or approved peripherals and communications services. You shall provide all hardware and the communications services required to use the Service and are liable for all expenses related thereto.

4. THIRD-PARTY APPLICATIONS

4.1 Third-Party Applications. The Service may allow you to integrate with third-party services and/or products ("Third-Party Applications"). This agreement does not grant any license, right, title or interest in Third-Party Applications and you may be required to enter into agreements with a third party in order to use such Third-Party Applications, which you must determine the suitability of. If you allow Third-Party Applications, Scatterling may permit Third-Party Applications to access Customer Data as required for the integration or use of such Third-Party Applications with the Service. Integration of Third-Party Applications is contingent upon third parties permitting Scatterling to integrate the Service with their respective Third-Party Applications and such permission and/or integration may end at any time without notice or compensation to you. Third-Party Applications are unsupported by Scatterling, whether or not Scatterling advised that Third-Party Applications inter-operate with or can be used in conjunction with the Service. Any recommendations, references or links that Scatterling may provide regarding Third-Party Applications are for illustrative purposes only. SCATTERLING MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INTEGRATION OR CONTINUED INTEGRATION OF THIRD-PARTY APPLICATIONS. YOU SHALL NOT HOLD SCATTERLING LIABLE FOR ANY CLAIM, LOSS OR DAMAGE RELATING TO THIRD-PARTY APPLICATIONS OR LOSS OF THIRD-PARTY APPLICATION INTEGRATION.

4.2 Usage Limitations. The Service may be subject to usage limitations, such as limits on data storage or support, which may be imposed by Scatterling or Third-Party Applications. Scatterling may, but is not obligated to, notify you when use of the Service encounters a usage limitation, which may require you to reduce use of the Service or pay additional fees.

5. FEES AND PAYMENT

5.1 Subscription Fees. You shall pay Scatterling the Subscription fee and any additional fees and charges according to the Order Form, which Scatterling may increase by up to five percent (5%) per calendar year upon sixty (60) days notice ("Subscription Fee"). Authorized Users may be increased by paying an additional Subscription Fee or decreased but the Subscription Fee paid for decreased Authorized Users is nonrefundable. Subscription Fees for additional Authorized Users added during a Term do not alter the Term and are charged from the beginning of the subsequent month in which added. If the Subscription is renewed pursuant to section 9.1, Scatterling shall charge the same Subscription Fee except for the increase permitted above.

5.2 Invoicing and Payment. The Subscription Fee is payable according to the Order Form or, if silent, as set forth in this section 5.2. You shall provide Scatterling with a valid credit card, purchase order or other document reasonably acceptable to Scatterling and contact information, which you shall keep up to date. IF YOU PROVIDE A CREDIT CARD TO SCATTERLING, YOU AUTHORIZE SCATTERLING TO AUTOMATICALLY CHARGE SUCH CREDIT CARD FOR THE SERVICE ACCORDING TO THE ORDER FORM FOR THE TERM. Invoices are due in 30 days and incur interest at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is lower.

5.3 Invoicing and Payment by Authorized Distributor. If an Order Form is executed with a distributor authorized by Scatterling (each, an "Authorized Distributor"), the Subscription Fee is payable in accordance with the Authorized Distributor Order Form or, as applicable, the Authorized Distributor's written policies.

5.4 Taxes. The Subscription Fee excludes taxes, duties and charges, which you shall pay. If Scatterling pays or collects taxes on your behalf Scatterling shall invoice you for the applicable amount, which you shall pay on the same terms as the Subscription Fee.

6. PROPRIETARY RIGHTS

6.1 Ownership and Rights. Scatterling retains all right, title and interest in the Service, including but not limited to copyrights, copyrightable works, patents, patent rights, trademarks, trade names and trade secrets, and in Features or modifications to the Service made at your request. This agreement does not convey any right, title or interest in, or constitute the sale of any right to, the Service, Software, Subscription or Account. You shall not remove, obscure or alter any proprietary rights notices displayed on the Service.

6.2 Restrictions. During the Term and for two (2) years after, you shall not directly or indirectly, as principal, partner, agent, independent contractor, employee, officer, director or shareholder, build a product or service that is similar to or competes, either directly or indirectly, with Scatterling.

6.3 Feedback. You or Authorized Users may provide Scatterling with comments, recommendations, advice, ideas or other information ("Feedback"). By providing Feedback, you and Authorized Users represent and warrant that all consents, licenses and rights necessary to license Feedback to Scatterling are obtained and hereby grant Scatterling an irrevocable, fully-paid, royalty-free, non-exclusive, perpetual, worldwide license to Feedback under all copyright, trademark, trade secret, patent, privacy and publicity rights and any other intellectual or industrial property rights you or Authorized Users own or control to use, broadcast, disclose, display, distribute, modify, make derivative works of, publicly perform, publish, record, reproduce, sublicense (on multiple levels), translate, transmit or otherwise exploit for all purposes and in all formats and mediums without attribution, notice, permission, royalty or payment.

7. DISCLAIMER, LIMITATION OF LIABILITY

7.1 DISCLAIMER. THE SERVICE AND HARDWARE YOU USE WITH THE SERVICE ARE PROVIDED TO YOU "AS IS" AND SCATTERLING DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, SCATTERLING MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE AND HARDWARE YOU USE WITH THE SERVICE WILL PREVENT PERSONAL INJURY OR DEATH, SUMMON EMERGENCY PERSONNEL, MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ERROR FREE, WILL NOT HARM COMPUTERS OR MOBILE DEVICES OR RESULT IN LOST DATA OR BE SECURE AGAINST UNAUTHORIZED ACCESS. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY SCATTERLING, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR ASSIGNS, WILL CREATE ANY WARRANTY AND YOU SHALL NOT RELY UPON SUCH ADVICE OR INFORMATION. YOU BEAR THE ENTIRE RISK AS TO THE PERFORMANCE, OPERATION AND QUALITY OF THE SERVICE AND HARDWARE YOU USE WITH THE SERVICE.

7.2 LIMITATION OF LIABILITY. SCATTERLING, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS ("SCATTERLING PARTIES"), SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICE, HARDWARE YOU USE WITH THE SERVICE OR THIRD-PARTY APPLICATIONS INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOSS OF CUSTOMER DATA, LOSS OF PROFITS, LOSS OF GOODWILL, PERSONAL INJURY OR DEATH AND ANY AND ALL OTHER TANGIBLE AND INTANGIBLE DAMAGES OR LOSSES, EVEN IF SCATTERLING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

7.3 MAXIMUM AGGREGATE LIABILITY. NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN TERMS OR WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES AND, IF ANY DISCLAIMER OR LIMITATION OF LIABILITY IS FOUND UNENFORCEABLE, VOID OR DOES NOT FULLY SHIELD SCATTERLING FROM LIABILITY, YOU AGREE THAT THE MAXIMUM AGGREGATE LIABILITY OF SCATTERLING AND THE SCATTERLING PARTIES IN ANY CASE WHATSOEVER WILL BE THE TOTAL AMOUNT YOU PAID TO SCATTERLING IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE HARM IN QUESTION.

8. INDEMNIFICATION

You shall indemnify, defend and hold Scatterling and the Scatterling Parties harmless from and against any claim, liability, injury, damage, cost, loss or expense, including reasonable attorneys' fees, in connection with Customer Data, your or Authorized Users use of the Service or Third-Party Applications, personal injury or death arising while using the Service or Third-Party Applications, or violation of this agreement, Terms of Use or any law or regulation. You cannot settle any claim without Scatterling's advance written consent unless such claim releases Scatterling unconditionally. Scatterling reserves the right to, at its expense, assume control of the claim.

9. TERM AND TERMINATION

9.1 Term. Unless otherwise specified in the Order Form, this agreement commences on the Order Form effective date and continues for an initial 12-month term, thereafter automatically renewing for additional terms of one-month (the initial term and any subsequent renewal term, the "Term").

9.2 Termination. Notwithstanding the foregoing or anything contained in an Order Form, the Subscription terminates upon the earliest of:

- a.** failure to pay any fee or charge due and owing by you to Scatterling and failure to remedy such non-payment within thirty (30) days after receiving notice;
- b.** your, or an Authorized User's, non-compliance with this agreement or Terms of Use and failure to remedy such non-compliance within thirty (30) days after receiving notice;
- c.** at the other party's option, if a party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the party, or if any proceeding in bankruptcy, receivership or liquidation is commenced against the party and not dismissed within thirty (30) days following commencement;
- d.** at either party's option, upon at least 30 days notice and, if you are invoking section 9.2(d), only upon payment of a termination fee, which is the product of 50% of the monthly Subscription Fee multiplied by the number of months remaining in the Term plus applicable charges and taxes levied by Scatterling;
- e.** immediately, upon your material breach of this agreement, as determined by Scatterling in its sole discretion; or
- f.** Scatterling ceasing to offer the Service, which may occur at any time without notice.

If a Subscription is terminated pursuant to section 9.2(a), (b), (c), (d) or (e) you are not entitled to a refund of any kind. If a Subscription is terminated pursuant to section 9.2(f), Scatterling may, but is not obligated to, refund any prepaid Subscription Fee pro-rated to the date of termination. Upon termination you shall pay any due and unpaid Subscription Fee.

9.3 Maintaining Customer Data. Following termination pursuant to section 9.2(d) Scatterling may, but is not obligated to, retain Customer Data to allow you to reactivate your Subscription for up to 90 days. Thereafter, and in all other cases of termination, Scatterling may not maintain or provide any Customer Data to you and may, unless legally prohibited, delete all Customer Data.

10. GENERAL

10.1 Governing Law. This agreement is governed by the laws of the province of British Columbia and the laws of Canada applicable therein, without reference to principles of conflicts of laws, and courts in Vancouver, British Columbia will have exclusive jurisdiction to hear any proceedings related to this agreement and to which the parties irrevocably attorn to the jurisdiction of.

10.2 Notice. Any notice required under agreement must be given to the respective party by registered mail or email (with return receipt requested) at the address or email specified on the Order Form and such notice is deemed received on the date of receipt.

10.3 LIMITATION PERIOD. ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES AND, IF NOT, IS PERMANENTLY BARRED. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING CONSTITUTES A MODIFICATION

AND SHORTENING OF THE LIMITATION PERIOD SET FORTH IN THE *LIMITATION ACT* (BRITISH COLUMBIA) AND AGREE TO SHORTEN THE LIMITATION PERIOD.

10.4 WAIVER OF JURY TRIAL. YOU WAIVE ANY RIGHT YOU MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE.

10.5 Export Compliance, CISG Disclaimer. You shall comply with the export laws and regulations of the applicable jurisdictions in which you provide, access or use the Service. The parties expressly disclaim application of the United Nations Convention on Contracts for the International Sale of Goods to this agreement.

10.6 Relationship of the Parties. The parties are independent contractors and this agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between them.

10.7 Severability, Waiver. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law with remaining provisions of this agreement in full force and effect. No failure or delay by a party in exercising any right, power or remedy under this agreement constitutes a waiver thereof.

10.8 Assignment. Scatterling may assign this agreement without your consent or notice to you. You cannot assign this agreement without Scatterling's consent, which Scatterling shall not unreasonably withhold.

10.9 Amendment. No amendment to an Order Form is effective unless in writing and either signed or accepted electronically (including but not limited to emailed confirmation of acceptance) by both parties. Scatterling may amend this agreement as set forth in section 1.

10.10 Customer Reference. Scatterling may use your name and reference you as a customer for advertising, promotion or similar publicity purposes and you hereby grant Scatterling a non-exclusive, worldwide license to your name and logo for such purposes.

10.11 Entire Agreement. This agreement, including the Order Form, Terms of Use and Privacy Policy, as amended on one or more occasions, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No terms or conditions stated in any purchase order you provide or other order documentation (excluding the Order Form, Terms of Use and Privacy Policy) are incorporated into or form any part of this agreement and are null and void.

10.12 Survival. Sections 3.4, 6, 7, 8, 9.2, 9.3 and 10 survive termination of this agreement.