

This Service Agreement (the “Agreement”) between you and SweetIQ governs the use of and access to the Services by you and your End-Users. The Order Form sets forth which Services are being purchased by you, the costs for such Services, and other relevant details. This Agreement is incorporated by reference into and made a part of any Order Form submitted to SweetIQ and governs the relationship between you and SweetIQ. Certain capitalized terms used herein have the meaning ascribed thereto in Section 2.0.

This Agreement was last updated on **June 7th, 2019**

1.0 ACKNOWLEDGMENTS AND ACCEPTANCE

1.1 BY ACCEPTING THIS AGREEMENT, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY ACCESSING OR USING THE SERVICES, OR AUTHORIZING OR PERMITTING ANY AGENT OR END-USER TO ACCESS OR USE THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS “CUSTOMER”, “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE ON BEHALF OF EACH SUCH COMPANY THAT SUCH COMPANY HAS BEEN MADE AWARE OF, AND AGREES TO BE BOUND BY, THE TERMS OF THIS AGREEMENT. YOU AND EACH SUCH COMPANY SHALL BE JOINTLY AND SEVERALLY LIABLE FOR FULFILLMENT OF OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ALL PAYMENT OBLIGATIONS.

1.2 You may not access the Services if you are our direct competitor, except with our explicit prior written consent. You may not access the Services for the purposes of monitoring their availability, performance or functionality, for reverse engineering purposes, or for any other benchmarking or competitive purposes.

2.0 DEFINITIONS

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“API” means an application programming interface that enables SweetIQ to seamlessly transfer two-way data streams between third party providers and the Services.

“Customer”, “you” or “your” means the company or other legal entity identified in the Order Form, for which you are accepting this Agreement, and Affiliates of that company or entity.

“Customer Content” means public, non-confidential information text, images, logos, trademarks, service marks, promotional materials, product or service information, comments, reviews, photos, audio, video clips and other information or marketing related content provided by you to us.

“End-User” means an individual authorized to use the Services, whether partially or fully, and to whom you (or we at your request) have supplied a user identification and password. End-Users may include, for example, your employees, contractors, agents, and third parties with which you transact business.

“Keywords” means a phrase or group of words including but not limited to a geographic modifier such as a city name that is used to search the indexed results of a search engine.

“Listing Management Service” means the (a) management and reporting of your Location Data; and (b) publishing of your Location Data to entities in the Local Data Network.

“Local Data Network” means the third party entities to which we distribute and/or publish your Location Data, including but not limited to: internet yellow pages, search engines, social networks, mobile phone applications, global positioning system devices, data aggregators, and review sites.

“Location” means a single business location determined by a unique phone number and address; no two Locations may have the same phone number and address.

“Location Data” means public, non-confidential information provided by you to us which is associated to a Location or Locations, including, but not limited to, (a) business name, address, phone number, business description and (b) Customer Content.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, for example, viruses, worms, time bombs, and Trojan horses.

“Order Form” means the document specifying the Services to be provided hereunder that is entered into between you and us, including any addenda and supplements thereto, the Order Form is an integral part of this Agreement. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as it were the original party hereto.

“Platform” means SweetIQ’s proprietary platform through which you may provide and update Location Data, manage Locations and access SweetIQ Analytics.

“Services” means the SweetIQ marketing analytics and reporting software, Listing Management Service, and other services provided by SweetIQ and ordered by you under an Order Form.

“Subscription Term” means the period of time during which you have agreed to subscribe to the Services, as set out in the Order Form.

“SweetIQ”, “We,” “Us” or “Our” means SweetIQ Analytics Corp., a company duly incorporated in Quebec, Canada.

“SweetIQ Analytics” means all the information collected, generated or created by the Services with respect to the Location Data, such as reports, recommendations and analysis, including that accessed through the Platform. SweetIQ Analytics is the intellectual property of SweetIQ.

“Verification” means a time-sensitive process, that requires a reply by you or an End-User, to inquiries by SweetIQ or entities within the Local Data Network in order to verify the accuracy and legitimacy of your Location Data submissions.

3.0 SWEETIQ SERVICES

3.1 Provision of Services. we will make the Services available to you pursuant to this Agreement during the Subscription Term.

3.2 Beta Services. From time to time, We may add new features to the Services (“**Beta Features**”), and you acknowledge that Beta Features may be untested, non-functional, and/or partly functional features of the Services and may harm and/or interrupt the regular running of your software and/or hardware. If you elect to use a Beta Feature, you do so at your own risk. Due to the nature of Beta Features, We reserve the right to discontinue any Beta Feature at any time for any reason and without notice.

3.3 Custom Features and Support. You will receive access to Our standard email and phone support for the Services at no additional charge. Non-standard support, including custom software integration within Customer’s own technology environment, and/or the development of any custom product features (“**Custom Features**”), shall be chargeable at SweetIQ’s standard rates or as set forth in the applicable Order Form. All Custom Features shall remain the sole property of SweetIQ, and you shall not acquire any ownership interest, right, title or interest therein, notwithstanding any payment of development costs for such Custom Features, provided that during the Subscription Term so long as your account is in good standing, you shall acquire a limited, non-exclusive, worldwide, non-transferable, non-sub-licensable, revocable license to use such Custom Features pursuant to the Services.

3.4 Future Functionality. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

4.0 SERVICES. The Services include the Listing Management Service, the terms of which are described in Appendix 1 (the “**Listing Management Service Terms**”), review monitoring and solicitation services and social media management (collectively, the “**Review Services**”), the terms of which are described in Appendix 2 (the “**Review Services Terms**”), the store locator service (the “**Store Locator Service**”), the terms of which are described in Appendix 3 (the “**Store Locator Service Terms**”, and together with the Listing

Management Service Terms, the Review Service Terms and such other terms and conditions contained in any Order Form, the “**Product Terms**”).

5.0 YOUR RESPONSIBILITIES

5.1 Data Quality. You are solely responsible for the accuracy, quality, integrity and legality of your Location Data and of the means by which you acquired your Location Data.

5.2 End-User Compliance. You are responsible for End-Users’ compliance with this Agreement. you agree to use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify us promptly of any such unauthorized access or use.

5.3 Compliance with Laws. You agree to use the Services only in accordance with the applicable laws, rules and regulations. In addition, if you or your business is regulated by any professional, governmental or other regulatory rules or guidelines restricting your use of the Services, it is your sole responsibility to notify us and ensure your compliance in your use of the Services.

5.4 Correct Contact Information. It is your responsibility to ensure that any contact information you provide us is updated and correct.

5.5 Platform Access. During the Subscription Term until termination or cancellation of the Services, you are hereby granted a revocable, non-transferable, non-sublicensable, non-exclusive, limited license to access the Platform, including the SweetIQ Analytics. Your access shall be password protected and you agree that you may not share your password with third parties or otherwise provide access to the Platform to third parties. If the security of your username(s) or password(s) is compromised in any way, or if you or one of your agents suspects that it may be, you shall immediately contact SweetIQ. SweetIQ is not responsible for any loss or damage suffered by the compromise of any password. You acknowledge and agree that you do not have, nor will you claim any right, title or interest in the Platform, software, data, applications, methods of doing business or any elements thereof, or any content provided therein, except with respect to your Location Data and the limited license to the SweetIQ Analytics as provided in Section 7. You may only access the Platform via a Web browser, a mobile application or in a manner otherwise approved by SweetIQ. You will not attempt in any way to reverse engineer, alter, modify, eliminate, conceal, or otherwise render

inoperable or ineffective the Platform. SweetIQ may suspend the foregoing license immediately on written notice where it reasonably believes your account's security has been compromised or terminate the foregoing license on 30 days written notice, at any time and for any reason.

6.0 USE OF SERVICES

6.1 Subscriptions. Unless otherwise provided in the Order Form (a) Services are purchased as subscriptions on a per Location basis or as a package of Locations, (b) Locations maybe added during a Subscription Term at the same pricing as the underlying subscription pricing, prorated for the portion of that Subscription Term remaining at the time the Locations are added, and (c) any added Locations will terminate on the same date as the underlying Subscription Term.

6.2 Usage Restrictions. You shall not (a) make the Services available to anyone other than End-Users; (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of the privacy, intellectual property or other rights of third parties; (c) use the Services to store or transmit Malicious Code; (d) permit direct or indirect access to the Services in a way that circumvents contractual usage limits set out in this Agreement; (e) interfere with or disrupt the integrity or performance of the Services; (f) attempt to gain unauthorized access to the Services or their related systems or networks; (g) develop applications for internal use with the Services; (h) access any Services in order to build a competitive product or service, (i) make verbal, physical, written or other abusive threats to any SweetIQ customer, employee, member, or officer; or (j) reverse engineer any Services, to the extent such restriction is permitted by law.

7.0 OWNERSHIP OF DATA

7.1 Ownership of Your Location Data. You exclusively own all rights, title and interest in and to all of your Location Data. You hereby grant to SweetIQ and the Local Data Network a non-exclusive, worldwide, transferable, sub-licensable, irrevocable, perpetual, paid-up, royalty-free license to use, copy, modify, reformat, syndicate, update, incorporate, reproduce, publicly display, publicly perform, broadcast and electronically distribute your Location Data to provide and report on the Services and develop new products and

services. SweetIQ will not use or distribute your Location Data following the termination of your Subscription Term. However, because of the interconnected nature of Local Data Network sites with other web sites and services, your content posted to such sites may be difficult to remove. For example, your content that is removed from a Local Data Network site may persist on other web sites (including end-user web pages) or may be cached in search engine indexes. Accordingly, although SweetIQ will use commercially reasonable efforts to remove your content from Local Data Network sites when requested by you, SweetIQ cannot guarantee such removal.

7.2 Ownership of SweetIQ Analytics. We exclusively own all rights, title and interest in and to all of SweetIQ Analytics. During the Subscription Term, we hereby grant to you a non-exclusive, worldwide, non-transferable, non-sub-licensable, revocable license to use, incorporate, reproduce, reformat, publicly display, publicly perform and electronically distribute SweetIQ Analytics to conduct your commercial business.

7.2 Customer Content. You are legally responsible for your Customer Content and SweetIQ is in no way responsible for it. You represent, warrant and covenant that: (a) you own all rights to Customer Content or, alternatively, you have the unrestricted right to give SweetIQ the rights described above, including the right to display (without further cost) the Customer Content; (b) the Customer Content does not infringe the intellectual property rights, privacy rights, publicity rights, moral rights, rights of confidentiality, or other legal rights of any third party; and (c) if and to the extent any of the statements in Sections 7.3(a)-(b) ceases to be true with respect to any item of Customer Content, you will, as promptly as possible and, in any event, within 5 days, notify SweetIQ in writing and remove all such non-conforming Customer Content from the Platform and Services.

8.0 SUBSCRIPTION FEES AND PAYMENT

8.1 Subscription Charges. You will pay all fees specified in the Order Form ("**Subscription Charges**"). Additional Locations entered through the Platform will be chargeable to You at the monthly fee per Location set forth on your Order Form.

8.2 Invoicing. SweetIQ will invoice you for Subscription Charges and all payments are due in advance of commencement of the Services. Except as otherwise specified herein or in the Order Form, (a) the Services are pre-paid in periodic installments, (b) Subscription Charges are based on Services purchased and not actual usage or performance, (c) payment obligations are non-cancelable and Subscription Charges paid are non-refundable, and (d)

Location quantities purchased cannot decrease below the minimum Location quantity set forth in the Order Form.

8.3 Payment. Except as otherwise specified herein, the Order Form specifies: (a) the payment instrument by which you are required to pay SweetIQ; and (b) when payments are due. You are responsible for providing complete and accurate billing and contact information to us and notifying Us of any changes to such information. If you provide credit card or ACH (electronic debit from your bank account) information to Us, you authorize us to charge such credit card or debit from your account through ACH for all Subscription Charges listed in the Order Form for the initial Subscription Term and any renewal Subscription Term(s) as set forth in Section 11.2 entitled “**Cancellation and Automatic Renewal**”.

8.4 Overdue Charges. If any invoiced amount is not received by us by the due date, then without limiting our other rights or remedies, those charges will accrue late interest at the rate of two percent per (2.0%) annually, compounded daily, of the outstanding balance, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date payment is received in full. You agree to pay all costs of collection (including attorneys’ fees and costs and all other legal and collection expenses) incurred by us in connection with enforcement of our rights under the Agreement.

8.5 Suspension of Services for Non-Payment. If for any reason whatsoever, your Subscription payment is not received, SweetIQ will notify you by email. A period of ten (10) days will be granted in order to make a full payment. In the event that your payment is not received and your Subscription balance still remains outstanding in that ten-day period, without limiting our other rights and remedies, we may suspend the Services until such amounts are paid in full. In the event of repeated suspensions for non-payment, we reserve the right to terminate the Services without prior notice.

8.6 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.7 Price Changes Subscription plans and prices are firm for the duration of the Subscription Term set forth in your Order Form. On renewal, unless otherwise specified in the Order Form, subscription plans and prices are subject to change upon at least sixty (60) days notice prior to the Subscription Term renewal, any such notice to be provided via the email address provided in the Order Form.

9.0 CONFIDENTIALITY.

9.1 Definition of Confidential Information. Except as otherwise expressly provided herein, each party agrees not to disclose confidential information of the other party without their prior written consent (“**Confidential Information**”). Confidential Information shall mean any confidential, proprietary or trade secret information relating to the Services or information disclosed by one party (the “**Disclosing Party**“) to the other party (the “**Receiving Party**“) during the Subscription Term, including, but not limited to, business, financial or technical information that is not (a) disclosed in public materials or otherwise in the public domain through no fault of the Receiving Party; (b) lawfully obtained by the Receiving Party from a third party without any obligation of confidentiality; (c) lawfully known to the Receiving Party prior to disclosure by the Disclosing Party; (d) independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party; or (e) required or reasonably advised to be disclosed by law, provided that in such instance the Receiving Party shall make commercially reasonable efforts to afford the Disclosing Party a reasonable opportunity, at Disclosing Party’s sole cost and expense, to seek protective legal treatment of the Confidential Information. Your Location Data shall not be considered Confidential Information.

9.2 Terms of Agreement Confidential. The terms of this Agreement and your Order Form shall not be communicated to other clients and distributors of SweetIQ.

9.3 Safeguards. Without limiting the above, SweetIQ shall maintain appropriate administrative, physical, and technical safeguards as commercially practicable for protection of the security, confidentiality and integrity of your Confidential Information. We shall not modify or disclose your Confidential Information except as compelled by law or as expressly permitted in writing by you, including as necessary to deliver the Services, nor shall we access your Confidential Information, except to provide the Services or prevent and/or

address technical problems with the Services, or at your request in connection with customer support matters.

10.0 PRIVACY. Your registration information, use of our website, the Platform and the Services is subject to our privacy policy as set forth at <http://www.SweetIQ.com/privacy-policy> (“**Privacy Policy**”), and you hereby agree to the obligations set forth therein. It is your obligation to ensure your privacy policy permits the actions to be taken by SweetIQ as described herein and in the Privacy Policy.

11.0 SUBSCRIPTION TERM AND CANCELLATION

11.1 Initial Term. The initial Subscription Term of the Agreement will be for the time period outlined in the Order Form.

11.2 Cancellation and Automatic Renewal: Unless otherwise specified in the Order Form, either you or SweetIQ may elect to terminate the Services at the end of your then current Subscription Term by providing notice in accordance with this Agreement forty-five (45) days preceding the end of such Subscription Term (“Cancellation Notice”). Unless a Cancellation Notice is provided, your subscription to the Services will renew for a Subscription Term equivalent in length to the then expiring Subscription Term.

11.3 No Refunds. No refunds or credits for Subscription Charges or other fees or payments will be provided to you if you elect to terminate your subscription to the Services prior to the end of your then effective Subscription Term.

11.4 Deletion of Your Location Data and SweetIQ Analytics. Following the termination or cancellation of the Services, we reserve the right, in our sole discretion, to delete your Location Data and SweetIQ Analytics from the Platform in the normal course of operation, and once deleted, neither can be recovered. It is your responsibility to export your SweetIQ Analytics data prior to cancellation.

11.5 Local Data Network Accounts Access after Subscription Term. Upon payment of any outstanding charges following cancellation or termination of the Services, SweetIQ will make commercially reasonable efforts to relinquish

and/or return Local Data Network accounts to you if: (a) you submit a written request; and (b) it is permissible by Local Data Network entity.

11.6 Violation of Agreement. We reserve the right to modify, suspend or terminate: (a) the Services (or any part thereof); (b) you and End-Users' rights to access and use the Services; (c) and remove, disable and discard any of your Location Data and SweetIQ Analytics, if we believe that you or End-Users have violated this Agreement. Unless legally prohibited from doing so, we will use commercially reasonable efforts to contact you directly via email to notify you before taking any of the foregoing actions. We shall not be liable to you, End-Users or any other third party for any such modification, suspension or discontinuation of your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by you or End-Users may be referred to law enforcement authorities at our sole discretion.

12.0 NOTICES.

12.1 Address and Email for Notices. The addresses and email for Notices are specified in the Order Form.

12.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the third business day after mailing, or (c) the first business day after sending by email (provided email shall not be sufficient for notices of cancellation or an indemnifiable claim).

12.3 Cancellation notices. For all Cancellation Notices, an email or phone request to cancel your Subscription is not considered termination of this Agreement until your request has been confirmed in writing by SweetIQ.

13.0 DISCLAIMER OF WARRANTIES

13.1 THE SERVICES, DATA PROVIDER SITES, API PROVIDERS AND ALL OTHER ELEMENTS OF THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY, AND WITHOUT

ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED AVAILABILITY. SWEETIQ DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION. SWEETIQ DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION THROUGH THE SERVICES.

13.2 SWEETIQ USES COMMERCIALY REASONABLE EFFORTS TO MAKE THE SERVICES AVAILABLE TWENTY FOUR (24) HOURS A DAY, SEVEN (7) DAYS A WEEK, EXCEPT FOR: (A) PLANNED DOWNTIME, AT WHICH TIME NOTICE WILL BE GIVEN BY EMAIL (B) ANY UNAVAILABILITY CAUSED BY FORCE MAJEURE AND OTHER CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF GOVERNMENT, FLOOD, FIRE, EARTHQUAKES, CIVIL UNREST, ACTS OF TERROR, STRIKES OR OTHER LABOR PROBLEMS, OR INTERNET SERVICE PROVIDER FAILURES OR DELAYS (EACH, A “**FORCE MAJEURE EVENT**”). IN THE EVENT OF ANY UNAVAILABILITY OF THE SERVICES FOR ANY REASON, SWEETIQ WILL USE ITS BEST EFFORTS TO MAKE THE SERVICES AVAILABLE AS SOON AS PRACTICABLE. IF THE SERVICES ARE INTERRUPTED OR DELAYED, SWEETIQ’S SOLE OBLIGATION WILL BE TO RESTORE SUCH SERVICES AS SOON AS PRACTICABLE.

14.0 INDEMNIFICATION

14.1 You agree to indemnify, defend, and hold harmless SweetIQ and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, data providers, API partners, publishers and vendors from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of: (a) any breach of this Agreement by you or End-Users; (b) the sale, license, supply or provision of your goods or services, your webpages or your place of business; or (c) any claim arising out of your Location Data, including any alleged violation of any rights of others related to your Location Data, including any claim of patent, trademark or copyright infringement, defamation, breach of confidentiality or privacy rights, false or deceptive advertising or sales practices. SweetIQ reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations.

14.2 SweetIQ agrees to indemnify, defend, and hold you harmless from any claim or demand, including reasonable attorneys’ fees, made by any third

party due to or arising out of any claim that SweetIQ technology used in connection with its provision of the Service infringes the copyright, patent, trade secret or other proprietary rights of any third party, provided that notice is given to SweetIQ promptly of such claims and that you provide such assistance as may be commercially reasonable in the defense of such matters.

15.0 LIMITATIONS OF LIABILITY

15.1 No Consequential Damages. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY), PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS OR COMMUNICATIONS INTERRUPTION OR ANY OTHER LOSS (EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING) INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. THE FOREGOING EXCLUSION OF LIABILITY WILL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, INCLUDING ANY AMOUNTS PAYABLE IN CONNECTION THEREWITH AND/OR EITHER PARTY'S WILLFUL MISCONDUCT.

15.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, SWEETIQ'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OF THE SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION **15.2** IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SWEETIQ WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SWEETIQ HAS RELIED ON THESE

LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS AGREEMENT.

15.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, SWEETIQ'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15.4 Recommendations. SWEETIQ PROVIDES RECOMMENDATIONS FOR INFORMATION PURPOSES ONLY FROM THIRD PARTY DATA SOURCES THAT IT BELIEVES TO BE RELIABLE. SWEETIQ WILL NOT BE LIABLE FOR THE ACCURACY OF THE SWEETIQ ANALYTICS OR ANY DATA DERIVED OR PRESENTED AS THE SWEETIQ ANALYTICS AND CANNOT BE HELD RESPONSIBLE FOR ANY LOSSES AS A RESULT THEREOF.

16.0 INFORMAL DISPUTE RESOLUTION. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement (a "Dispute") by each appointing a senior management representative who does not devote substantially all of his or her time to performance under this Agreement to resolve the Dispute. The representatives will furnish each other with all non-privileged information about the Dispute that the parties believe to be appropriate and germane. The representatives will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding. Unless failure to do so risks allowing a limitation period to pass, neither party will initiate formal proceedings relating to the Dispute until the earlier of: (a) the designated representatives conclude that resolution through continued negotiation does not appear likely, or (b) thirty (30) calendar days have passed since the initial request to negotiate the Dispute was made.

17.0 ENTIRE AGREEMENT AND REVISIONS

17.1 Entire Agreement. This Agreement, together with any Order Form(s), constitute the entire agreement, and supersede any and all prior and

contemporaneous agreements, proposals or representations, both oral and written, with regard to the subject matter hereof.

17.2 Terms Modification. We reserve the right to update, change, add or remove all or part of this Agreement from time to time with or without notice to you. In the case of a material change to all or part of this Agreement, we will provide you with reasonable advance notice of such change by email. Further, we will not require you to comply, and you will not be liable for any failure to comply, with any change in your obligations pursuant to this Agreement unless and until such time as we have notified you of such material change. Your continued use of the Services following our notice to you of the changed Agreement will constitute your acceptance of such changes.

18.0 GENERAL PROVISIONS

18.1 Governing Law. This Agreement shall be governed by the laws of the province of Quebec without regard to its conflict of law provisions. Any dispute or claim arising out of or in connection with this Agreement will be adjudicated in English either in the Superior Court or Quebec Court of the province of Quebec for the city of Montreal.

18.2 Timing of Claims. You agree that, regardless of any statute or law to the contrary, the dispute resolution process identified in Section 16 applicable to any claim, dispute or controversy arising out of or related to the Agreement must be commenced within one year after such claim or cause of action arose or be forever barred; provided that this section shall not in any way limit the time in which claims for infringement or misappropriation of intellectual property rights may be brought.

18.3 Assignment. Neither party may assign any of its rights or obligation hereunder, whether by operation of law or otherwise, without the other party's prior written consent.

18.4 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

18.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

18.6 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

18.7 Third-Party Services; Links to Third-Party Sites. Some of the Services may incorporate third-party products and services and SweetIQ may do so without your consent, provided that SweetIQ remains primarily liable for the performance of its obligations to you. SweetIQ may use one or more Local Data Network providers in order to offer the Services described hereunder, including as a source of record for your Location Data, and such Local Data Network providers may make your business information available to their data customers. Each such Local Data Network expressly disclaims any express and implied warranties and excludes all liabilities to the fullest extent permitted under applicable law. The Platform, as well as sweetIQ.com, may link you to other sites or services, including those in the Local Data Network, or otherwise include references to information, documents, software, materials and/or services provided by other parties. Such sites may contain information or material that some people may find inappropriate or offensive and are not under our control. You acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

18.8 Third-Party Beneficiaries. The members of the Local Data Network are express third-party beneficiaries of Sections 7, 13, 14, 15 and 18 of this Agreement. Other than the members of the Local Data Network, there are no third-party beneficiaries under this Agreement.

18.9 Section Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

18.10 Execution of Documents. The Parties agree to do, sign and execute all acts, deeds, documents and corporate proceedings necessary or desirable to give full force and effect to this Agreement. This Agreement may be executed in counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature software or the exchange of scanned copies of signed copies hereof, by email or otherwise.

18.11 Referrals. You acknowledge that SweetIQ may provide incentives to third parties to introduce potential clients to SweetIQ or to direct SweetIQ to potential clients.

18.12 Force Majeure. Neither party shall have any liability for any failure or delay (other than with respect to payment obligations) resulting from any Force Majeure Event.

18.13 International Sale of Goods. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

18.14 Language. The Parties acknowledge that they have required the present Agreement, as well as all documents, notices and legal proceedings executed, given or instituted pursuant hereto or relating directly or indirectly, be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que tous documents, avis et procédures judiciaires exécutés, donnés ou intentés directement ou indirectement à la suite de ou relativement à la présente convention.*

Appendix 1

Listing Management Services

Last Modified : **June 28th, 2019**

1.0 LISTING MANAGEMENT SERVICE

1.1 Delivery Start. Unless otherwise set forth in the Order Form, the Listing Management Service will **ONLY** begin once we receive (a) your complete Location Data and (b) payment for the Services.

1.2 Verification process. SweetIQ will coordinate any Verification requirements directly with you whether Verification is for you and/or End-Users. You must provide an email address for Verification requests to be sent to you and/or End-Users. Verification requests may be sent by SweetIQ or the Local Data Network and you hereby authorize and consent to all such

communications on behalf of you and your End Users. SweetIQ is not liable for any failure by you or your End-Users: (a) to take necessary actions required in Verification emails and/or forward Verification emails to listings@sweetiq.com to complete the submission process within five (5) business days; or (b) to reply in timely manner to Verification requests sent by postal service to your and/or End-User's postal address; or (c) to answer telephone Verification requests. All information required for postal and telephone requests will be provided to you by SweetIQ via email. Failure to complete the Verification process may delay or prohibit the fulfillment of the Listing Management Service. You further acknowledge and agree that SweetIQ is authorized, on your behalf, to access and collect your publicly available Location Data for purposes of Verification and delivery of the Services.

1.3 Existing Listing Edits; Additional Locations. In the event where entities within the Local Data Network contain incorrect Location Data, SweetIQ will perform the necessary edit(s) on a commercially reasonable basis and cannot guarantee that the edit(s) will be applied by publisher(s). If, pursuant to the Platform, you add additional Locations to your Services, you agree to pay the per Location Fee set forth on your Order Form for any such additional Location in accordance with payment terms set forth herein and in your Order Form.

1.4 Local Data Network Independence. You acknowledge that we have no responsibility for, or control over the members of the Local Data Network and their use of your Location Data once submitted to them, including specifically their (a) usage of Location Data; (b) particular ranking of any Location Data as a result of a search or query; (c) accuracy or contents of Location Data published; or (d) acceptance and or publication of Location Data. The members of the Local Data Network may, in their sole discretion, reject your Customer Content or modify it to meet their specifications or other technical requirements and that acceptance of your Location Data, by us or any of the Local Data Network, does not constitute approval or endorsement.

1.5 Local Data Network Accounts. Certain Local Data Network entities require the creation of accounts for each Location or a master account for all Locations. In the case where the creation of account(s) is required, SweetIQ will notify you and you will provide SweetIQ with direct access to an email address on your web domain in order to facilitate the publication of your Location Data to the Local Data Network entity in question, and you hereby authorize us to (a) create and manage any such account on your behalf in order to deliver the Services and (b) terminate any such account as needed upon termination or cancellation of the Services. If the End-User has an existing account with a member of the Local Data Network, the End-User will provide SweetIQ appropriate access and credentials to access the account in order for SweetIQ to provide the Services. In certain instances, you may be

required to register an account with a member of the Local Data Network prior to providing access and credentials to SweetIQ.

1.6 Final Publication: Once your Location Data is submitted to us for publishing, there may be no means to revert the publication of your Location Data on the Local Data Network. **SWEETIQ IS NOT RESPONSIBLE FOR THE PUBLICATION OF ANY INCORRECT OR INCOMPLETE LOCATION DATA PROVIDED BY YOU.**

1.7 Distribution to Local Data Network: In order to provide the Services, we may provide your Location Data to third party providers in the Local Data Network. You understand that the technical processing and transmission of the Services, including all of your Location Data may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

1.8 Ratings. SweetIQ is not responsible for any reviews, ratings or comments posted on any third party website.

1.9 Appropriate Substitution. Certain features of the Services are dependent on the interoperability with third party's API's, data sources, software and websites. The Services depend on the continued availability of Local Data Network' API's, data sources, software and websites. If any third party API, data source, software or website ceases to function, we may cease providing such Services features without entitling you to any refund, credit, or compensation other than a refund of any amounts paid for Services in the future that cannot be performed. We will make reasonable efforts to replace such features of the Services features with an equivalent feature.

Appendix 2

Review Services

Last Modified : **June 7th, 2019**

2.0 REVIEW SERVICES TERMS

2.1 Review Monitoring. The review monitoring service (the “**Review Monitoring Service**”) consists of (a) our collection of reviews for your covered Locations (the “**Reviews**”) from the applicable Local Data Network sites as set forth in your Order Form (the “**Monitored Sites**”), (b) periodic reporting emails, delivered as frequently as set forth on your Order Form, containing copies of highlighted reviews together with certain SweetIQ Analytics (the “**Review Reports**”), and (c) access through the Platform to real-time monitoring of your Reviews on the Monitored Sites, together with certain tools and guidance to respond to your Reviews on the Monitored Sites. By ordering the Review Monitoring Service, you (i) authorize us to use your Location Data to search the Local Data Network, including the Monitored Sites, and to find and manage your Location Data on the Local Data Network, using any tools available; (ii) acknowledge that publicly available content (including user content) is gathered by the Review Monitoring Service from various websites and is stored and used to provide the Review Monitoring Service and agree that you are requesting us as your agent to aggregate and present you the Reviews, including any Location Data associated therewith and any customer and/or user information included therein, including any personally identifiable information of such parties; and (iii) our possession and use of the Reviews on your behalf to deliver the Services will not violate any agreement or applicable laws, rules and regulations. The Review Monitoring Service is provided solely on an as-is basis and may not capture all reviews provided on the Monitored Sites.

2.2 Review Solicitation. The review solicitation service (“**Review Solicitation Service**”) consists of a marketing platform that permits you to contact your customers with emails or text messages (“**Messages**”) to engage them on the performance of your products and/or services and solicit reviews on the Local Data Network. You represent you are authorized to provide us with any customer and user information that you provide to us in connection with the Review Solicitation Service, including any personally identifying information of those parties and that our possession and/or use such customer and/or user information on your behalf in connection with the Services will not violate any contract, statute, or regulation. Pursuant to the Review Solicitation Service, SweetIQ may provide you certain email and/or messaging templates (“**Message Templates**”), including designs and/or text, each of which shall remain the sole property of SweetIQ and its third-party service providers and in which you shall not acquire any right, title or interest. Other than any Message Templates, you must provide all required Customer Content required for the Messages. You acknowledge and agree that you will only use the Review Solicitation Service to send Messages to your bona-fide paying customers who have consented to be contacted by you, and that you shall not use the Review

Solicitation Service to (a) upload or provide any government related identifier, financial account numbers (i.e., credit card, checking account, savings account, etc.), medical, employment, criminal records, or insurance numbers, passport numbers, or other highly sensitive personally identifiable information (collectively, "**Sensitive PII**") or to collect, transfer, or store any Sensitive PII; (b) send or transfer any Message that is greater than applicable data limits or in any other manner that puts an excessive burden on the bandwidth of the Review Solicitation Service; (c) store or transmit material in violation of any third party rights, including intellectual property and privacy rights; (d) specifically to solicit any reviews on yelp.com in violation of Yelp Inc. terms of service or applicable policies; or (e) write a fake or defamatory review, trade reviews with other businesses, or compensate someone or be compensated to write or remove a review; or (f) threaten, stalk, harm, or harass others, or promote bigotry or discrimination.

2.3 Social Media Management Tool. The social media management tool ("**Social Media Management Tool**") allows you to manage and publish your Customer Content on members of the Local Data Network, such as search sites, social networks, and messaging services, such as Facebook, Twitter and others, and monitor and respond to review and messages. Any activity that you engage in on such Local Data Network sites through the Social Media Management Tool, together with any information or Customer Content that you submit will be subject to the terms and conditions, including the privacy policies, governing such Local Data Network sites. It is your responsibility to read and comply with the terms and conditions of the Local Data Network sites. In addition, the Social Media Management Tool may permit you to modify budgets and campaign spend on paid social media content, such as boosted posts ("**Paid Social Content**"). Paid Social Content is not included in the Services and requires your separate payment to the applicable member of the Local Data Network. SweetIQ is not responsible for any amounts payable in connection with any Paid Social Content and makes no guarantees with respect to the performance of any such Paid Social Content. You acknowledge and agree that (a) not all messages or campaigns sent through use of Social Media Management Tool will be received by or will be capable of being viewed by their intended recipients and (b) to the extent permitted by applicable law, SweetIQ may make and preserve copies of any and all messages as necessary to provide Social Media Management Tool and for internal back-up and other legal or regulatory purposes. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOCIAL MEDIA MANAGEMENT TOOL IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM.

2.4 Limitations. In connection with the Review Services, you further acknowledge and agree that (a) you will not use the Review Services to violate any policies and laws, including those related to (i) unsolicited emails, spamming, privacy, obscenity, or defamation, copyright and trademark infringement, child protective email address registry laws or the advertisement of regulated products or services, including those subject to the Health Insurance Portability and Accountability Act and regulations thereunder (“**HIPAA**”), (ii) advertising, sales or promotional efforts or practices, redemption, refunds and provision of your products or services, (iii) false, unfair and deceptive practices, coupons, gift cards/certificates, defective products or services, unclaimed property, alcohol or tobacco, health and safety, fire, and hygiene standards, (iv) lotteries, sweepstakes, contests and promotions or laws that govern the collection of donations and charitable giving; (b) copy, modify, distribute, translate, or create derivative works of the Review Services, including any Message Templates or any reporting provided; (c) reverse engineer, reverse assemble, decompile, or attempt to discover or extract the source code, object code, underlying structure, or algorithms, found at or through the Review Services or any software, documentation, or data related to the Review Services; (d) build a competitive product or service, or copy any features, functions or graphics of the Review Services; (e) store or transmit malicious code or malware; (f) interfere with or disrupt the integrity or performance of the Review Services or third party data contained therein; or (g) hack, violate, attempt to violate, attempt to gain unauthorized access to the Review Services or their related systems or networks. Any content that you and/or your authorized representative(s) submit for publication on an online review or ratings website as a provider of goods or services will be true and accurate, are the original work of your authorship and will only concern you and the goods and/or services that you provide. SweetIQ will not be held liable for any consequences of false and/or inaccurate content published to an online review or ratings website through the use of our Services.

Appendix 3

Store Locator Service

Last Modified : **June 7th, 2019**

3.0 STORE LOCATOR SERVICE TERMS

3.1 Description. The Store Locator Service consists of a web page (the “**Store Locator Page**”), integrated on your native web site or a proxied page linked to your native web site, that provides a dynamic map and search function, based on your Location Data, for your customers to find your Locations. Specifically, the following features may be included as part of the Store Location Service within a standard layout:

- up-to-date name, address and phone number data,
- descriptions and taglines,
- rich media (photos and videos),
- available products and services,
- regular and holiday hours,
- driving directions and map,
- banners and promotions, and/or
- as otherwise set forth in your Order Form.

Features not listed above or set forth in your Order Form, including multi-language support, forms for lead generation and third-party widgets or functions (“**Third-Party Features**”), shall be considered Custom Features pursuant to Section 3.3 of the Agreement and may take additional time to develop / implement.

3.2 Requirements. Before or promptly after your execution of an Order Form for the Store Locator Service, you will be required to provide certain information and Customer Content and make certain decisions on the design and functionality of the Store Locator Page as requested in writing by SweetIQ, including, without limitation, the design of your Store Locator Page, based on mock-ups provided by SweetIQ and with up to 3 rounds of included design revisions, integration method, SEO and store page requirements (collectively, the “**Store Locator Requirements**”). SweetIQ cannot begin development of your Store Locator Page unless and until you have delivered the Store Locator Requirements. The development time for your Store Locator Page, following receipt of the Store Locator Requirements, will vary depending on the features you request and will be communicated to you by SweetIQ during the design phase. If you fail to deliver the Store Locator Requirements or provide any information that is untrue, inaccurate, outdated, or incomplete, or if SweetIQ has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, SweetIQ may suspend your Store Locator Service and/or terminate its obligations hereunder. SweetIQ may, but has no obligation to, monitor the Customer Content on the Store Locator Page. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect SweetIQ or its customers, or operate the Store Locator Services properly. SweetIQ, in its sole discretion, may refuse to post, remove, or require you to remove, any Customer Content or customer data, in whole or

in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

3.3 Subscription Term, Subscription Fees. Unless otherwise specified in your Order Form, the Subscription Term for the Store Locator Service shall begin on the date your Store Locator Service is delivered with basic functionality, as determined by SweetIQ in its sole discretion, and shall terminate on the one-year anniversary thereof. All Subscription Charges for the Store Locator Service shall be due in advance in a single installment upon execution of the Order Form for the Store Locator Service and otherwise subject to the terms of the Agreement.

3.4 Third-Party Features. If and to the extent, you request SweetIQ to provide any Third-Party Features in connection with the Store Locator Service, you acknowledge and agree that such Third Party Features are provided solely on an “as is” and “as available” basis, without any warranties of merchantability, fitness for particular purpose, continuous availability or otherwise, and hereby agree to the terms and conditions applicable thereto, including such parties’ applicable privacy policies and practices. In addition to the indemnity obligations set forth in the Agreement, you agree to indemnify SweetIQ and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, data providers, API partners, publishers and vendors from any claim or demand arising from or relating to any requested Third-Party Features.