

SUBSCRIPTION AGREEMENT

Last Updated: [April 1,2022](#)

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") CAREFULLY BEFORE CLICKING THE "AGREE" BUTTON. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN AN LMN OR GREENIUS SUBSCRIBER ("SUBSCRIBER" OR "YOU") AND LANDSCAPE MANAGEMENT NETWORK INC., THAT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR SUBSCRIPTION TO THE LMN, GREENIUS, AND RELATED SERVICES PROVIDED BY LANDSCAPE MANAGEMENT NETWORK INC. BY CLICKING THE "AGREE" BUTTON OR BY SUBSCRIBING AND USING THE LMN AND/OR GREENIUS, YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS STATED OR REFERENCED HEREIN. YOU MUST ACCEPT AND ABIDE BY THE TERMS AND CONDITIONS AS PRESENTED TO YOU IN THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS SHALL NOT BE ACCEPTED BY LANDSCAPE MANAGEMENT NETWORK INC. AND SHALL NOT BE PART OF THIS AGREEMENT. LANDSCAPE MANAGEMENT NETWORK INC. RESERVES THE RIGHT TO UPDATE AND CHANGE THE AGREEMENT BY POSTING UPDATES TO THE LANDSCAPE MANAGEMENT NETWORK INC. WEBSITE. YOU ARE ADVISED TO CHECK THE SUBSCRIPTION AGREEMENT, FOUND AT [HTTPS://GOLMN.COM/TERMS-CONDITIONS/](https://golmn.com/terms-conditions/), FROM TIME TO TIME FOR ANY UPDATES THAT MAY IMPACT YOU.

Landscape Management Network Inc.'s collection, use and disclosure of your Personal Information in connection with the LMN and its Services shall be governed by the [Privacy Policy](#). By using the LMN, Greenius, and/or other Landscape Management Network Services, you consent to the Landscape Management Network Inc's collection, use and disclosure of your personal information in accordance with the [Privacy Policy](#). The Privacy Policy is incorporated into and forms an integral part of this Agreement.

1 INTRODUCTION

1.1 Landscape Management Network Inc. ("**Landscape Management Network**") and its affiliates and licensors have developed and operate a web-based landscape management network ("**LMN**") and an on-demand training platform for landscaping professionals ("**Greenius**") that are available via web or mobile and offer tools, resources and information for employees or other persons (including customers) properly authorized by the Subscriber to use the LMN and/or Greenius in accordance with this Agreement ("**Users**"). The LMN includes sample procedures and templates such as time keeping, estimating, budgeting, CRM scheduling and other business management tools, which may be used by Users in conducting their businesses. The LMN also offers online and in-person webinars for Subscriber's Users.

2 DEFINITIONS

2.1 "Business Day" means any day excepting Saturdays, Sundays or statutory holidays applicable in the Province of Ontario.

2.2 "Confidential Information" with respect to each party means all information and data of the party other than information that is:

(a) or has become publicly available through no fault of the Receiving Party;

(b) lawfully received from an independent third party without any obligation of confidentiality;

(c) independently developed by the Receiving Party without use of the Confidential Information; or

(d) already in the Receiving Party's possession without obligation of confidentiality;

except that Personal Information is not subject to these exclusions and is in all cases Confidential Information;

2.3 "Disclosing Party" means a party to this Agreement that discloses Confidential Information to a Receiving Party either directly or through its Representatives;

- 2.4 “Effective Date” is the date when a Subscriber clicks “agree” to the terms and conditions of this Agreement or when the Subscriber begins to use the Services, whichever is earlier;
- 2.5 “Fees” means the fees and charges payable to Landscape Management Network by Subscriber for the Services in accordance with our [Plans and Pricing](#) page and as described in Article 4.
- 2.6 “Personal Information” means information about an identifiable individual or other information that is subject to any Privacy Laws;
- 2.7 “Privacy Laws” means any current federal, provincial or other applicable statute, law or regulation of any governmental or regulatory authority in Canada, or elsewhere as applicable relating to the collection, use, storage and/or disclosure of Personal Information;
- 2.8 “Receiving Party” means a party to this Agreement that receives Confidential Information from a Disclosing Party either directly or through its Representatives;
- 2.9 “Representative” means any employee, agent, independent contractor, accountant, auditor, counsel, banker, lender or other advisor of a party to this Agreement;
- 2.10 “Services” means the services provided by Landscape Management Network pursuant to Article 3 of this Agreement; and
- 2.11 “Term” means the period set out in Article 5.1.

3 SERVICES

- 3.1 Landscape Management Network will provide Subscribers with access to LMN and/or Greenius on the terms and conditions set out in this Agreement for the services that the Subscriber has subscribed to, as set out on our [Plans and Pricing](#) page or on the [Greenius website](#), as applicable.
- 3.2 **Service Level.** Subject to the terms and conditions of this Agreement, Landscape Management Network shall use commercially reasonable efforts to provide the Services from 5 AM to 12 AM EST, seven (7) days a week throughout the term of this Agreement. From time to time, all or part of the LMN, Greenius, and/or the Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Landscape Management Network may undertake from time to time; or (iii) causes beyond the control of Landscape Management Network or which are not reasonably foreseeable by Landscape Management Network, including interruption or failure of telecommunication systems or digital transmission links, hostile network attacks or network congestion or other failures (collectively “**Downtime**”). Where reasonably possible, Landscape Management Network shall use commercially reasonable efforts to provide advance notice to Subscriber in the event of any scheduled Downtime.
- 3.3 **Security.** Landscape Management Network shall maintain, update and implement reasonable security policies with regards to the LMN and/or Greenius in accordance with generally accepted information technology practices. Landscape Management Network shall monitor the LMN and Greenius for, and make commercially reasonable efforts to prevent the introduction of, computer viruses, worms or other malicious software.
- 3.4 At all times during the Term of this Agreement, each party will assign and maintain an administrator to be the primary liaison between Subscriber and Landscape Management Network for all matters relating to this Agreement or the Services (“**Administrator**”). Either party may change their Administrator at any time by providing notice to the other party in writing in accordance with Landscape Management Network’s policies and guides.
- 3.5 Subscriber’s Administrator shall:
 - (a) provide Landscape Management Network with the information required to establish and assign usernames

and passwords for Users and to manage Subscriber's account;

(b) be responsible for ensuring that all User information is kept current and up to date at all times throughout the Term of this Agreement; and

(c) adhere to this Agreement, and any administrator guides established from time to time.

3.6 Subscriber shall ensure that:

(a) Subscriber and its Users use and access the Services, the LMN, and/or Greenius (as applicable) in accordance with the terms and conditions of this Agreement and any user guide provided to Subscriber by Landscape Management Network from time to time ("**User Guide**") during the Term of this Agreement;

(b) Subscriber and its Users keep their usernames and passwords confidential and do not share usernames or passwords with any third party; and

(c) Subscriber Administrator keeps all Subscriber and User information (in particular the name, contact information and email address) accurate, current and complete; and

(d) access to User information is provided to Landscape Management Network in a format reasonably requested by Landscape Management Network upon request.

3.7 Subscriber acknowledges and agrees that it is solely liable and responsible for:

(a) any breach of the terms and conditions of this Agreement or the User Guides by any of its Users;

(b) maintaining the security and confidentiality of the Administrator information and the usernames and passwords of its Users; and

(c) payment of any fees or other charges properly incurred through Subscriber's account.

4 FEES

4.1 Subscriber shall pay to Landscape Management Network the Fees as set out on our [Plans and Pricing](#) page or on the [Greenius website](#) (as applicable).

4.2 Unless otherwise stated, Fees are in Canadian dollars (CAD) for Subscribers residing in Canada and in United States dollars (USD) for Subscribers residing outside of Canada.

4.3 Fees are exclusive of all sales, goods and services, harmonized, value added, use or other taxes ("**Applicable Taxes**"). Subscriber shall pay all Applicable Taxes on the Fees, excepting taxes that Landscape Management Network would normally pay on any associated income from such Fees.

4.4 Landscape Management Network may increase the Fees, in its sole discretion, by providing Subscriber with thirty (30) days advanced written notice (which, for greater certainty, may be provided in the LMN or on our mobile application(s), via email, or on our website).

4.5 Subscriber shall pay all Fees due to Landscape Management Network on the Effective Date, and upon the first day of each month (for monthly subscriptions) or year (for annual subscriptions) thereafter, as applicable, during the Term. Landscape Management Network reserves the right to offer alternative payment terms at its sole discretion. After a grace period of fourteen (14) days following the date when Fees are due and payable, any Fees that are not paid may be subject to interest at an effective annual interest rate of 12%, calculated daily, from the due date until the date of payment in full.

4.6 Landscape Management Network reserves the right to suspend Subscriber's, or Subscriber's Users', access to the LMN and/or Greenius for any breach of this Agreement by the Subscriber or the Users, including without limitation

non-payment or late payment of Fees. Without limiting the foregoing, should a payment due under this Agreement become overdue by a period greater than fourteen (14) days, Landscape Management Network may suspend the Subscriber's and Subscriber's Users' access to the LMN and/or Greenius until all of the outstanding payments due under this Agreement are paid.

- 4.7 **Subscription Fee:** Unless otherwise agreed by Landscape Management Network in writing, Subscriber shall pay to Landscape Management Network any applicable Fees per User as set out upon registration. Fees are due on the Effective Date, and monthly or annually (depending on the package selected) thereafter during the Term of the Agreement. Landscape Management Network reserves the right to offer alternative payment terms, at its sole discretion.
- 4.8 **Additional Fees:** Fees for Services not listed above shall be charged at Landscape Management Network's then-current rates for such Services. Unless otherwise agreed, such Fees are due prior to the performance of any such Services.
- 4.9 **Product Specific Terms:**
- (a) LMN Gro. If you access or use Landscape Management Network's "LMN Free" or "LMN Gro" products, this Section 4.9(a) will apply. Notwithstanding any other provision in this Agreement, you acknowledge and agree that "LMN Free" and "LMN Gro" are provided to you "as-is" without warranty of any kind. Landscape Management Network reserves the right to discontinue or modify "LMN Free" or "LMN Gro" at any time, in its sole discretion. By signing up for an "LMN Gro" account, you acknowledge and agree that "LMN Gro" will be provided to you for a thirty (30) day free trial period (the "Trial Period"). You may close your "LMN Gro" account at any time within the "LMN Gro" mobile application. After the Trial Period, you will be asked to select a paid service package and provide payment information to continue using "LMN Gro". If you choose to use "LMN Gro" after the Trial Period, you acknowledge and agree that Landscape Management Network (or its third-party payment processors) will bill your designated payment method on a recurring basis for an "LMN Gro" monthly subscription (plus any applicable taxes and other charges). All Fees for "LMN Gro" are in United States dollars. You may upgrade or downgrade your "LMN Gro" package at any time within the "LMN Gro" mobile application, at your discretion. Should your payment become overdue by a period greater than fourteen (14) days, Landscape Management Network may suspend your access to "LMN Gro" without notice until all of the outstanding payments due are paid.
- (b) Greenius. If you access or use Landscape Management Network's "Greenius" product, whether alone or in combination with other LMN products, this Section 4.9(b) will apply. Notwithstanding any other provision in this Agreement, you acknowledge and agree that Greenius is provided to you "as-is" without warranty of any kind. Content made available on Greenius is intended for educational and informational purposes only and should not be interpreted as a recommendation for any specific product or service, use, or course of action. Greenius is not intended to be used as a substitute of any kind for professional advice. It is your duty to obtain professional advice from a qualified professional to meet your individual needs. To the best of our knowledge, all landscape equipment presented in the Greenius safety modules met, complied and conformed with the safety requirements specified by the American National Standards Institute ("ANSI"), at the time of manufacture, and at the time that instructional materials were produced, and all instructions shown in the safety modules apply only to equipment which meets these standards. The lessons and instructions shown in the Greenius safety modules are not a substitute for reading the owner's manual and the specific information contained therein related to the specific make and model of your particular piece of equipment.

5 TERM AND TERMINATION

- 5.1 The term of this Agreement shall extend from the Effective Date until properly terminated in accordance with section 5.2 ("Term"), and comprises of an "Initial Term" of one month (for monthly subscriptions) or one year (for annual subscriptions) and "Renewal Terms" of one month (for monthly subscriptions) or one year (for annual subscriptions) each. This Agreement shall automatically renew for successive Renewal Terms until terminated in accordance with this Agreement.
- 5.2 Each party may terminate this Agreement for convenience at any time upon thirty (30) days prior written notice to the other party. Upon termination for convenience by the Subscriber, there is no refund of Fees already paid to

Landscape Management Network. Upon termination for convenience by Landscape Management Network, Landscape Management Network shall not refund the portion of the Fees already paid by the Subscriber for the month (for monthly subscriptions) or year (for annual subscriptions) in which this Agreement is terminated.

- 5.3 Upon termination of this Agreement for any reason, Subscriber shall return to Landscape Management Network any Landscape Management Network Confidential Information or, upon request, destroy the Landscape Management Network Confidential Information and all copies, excepting copies kept for archive purposes, and certify in writing that such information has been destroyed. Subscriber shall provide such certification to Landscape Management Network within thirty (30) days of the termination of this Agreement.
- 5.4 Upon termination, Landscape Management Network will hold Subscriber and User information, including Subscriber Confidential Information, for thirty (30) days after written notice of termination is provided. At the end of such thirty (30) day period, Landscape Management Network will delete or otherwise render inaccessible any Subscriber information, including Subscriber Confidential Information, unless legally prohibited. Landscape Management Network has no obligation to retain Subscriber information, including Subscriber Confidential Information, for Subscriber or User purposes after this thirty (30) day post-termination period.

6 INTELLECTUAL PROPERTY AND LICENSES

- 6.1 Landscape Management Network and its affiliates and licensors own and shall own all intellectual property rights in the LMN and Greenius, including the look and feel of the LMN and Greenius, the underlying technology and know-how used in the creation and operation of the LMN and Greenius, the database designs of the LMN and Greenius and the architecture of all related information technology, all anonymized LMN and Greenius usage data, and all content that is not the content of a third party. The intellectual property of Landscape Management Network includes all pre-existing intellectual property owned by or licensed to Landscape Management Network prior to the Effective Date, all intellectual property derived from such intellectual property, and any new proprietary concepts, source code, methods, techniques or processes related to such intellectual property developed by Landscape Management Network during the course of its performance under this Agreement.
- 6.2 Unless otherwise specified, as between Landscape Management Network and Subscriber, Subscriber acknowledges that Landscape Management Network has all right, title and interest in and to any documents, guides, spreadsheets, videos, tools or other content that is available on the LMN and Greenius for download, streaming, or printing ("**Downloadable Content**").
- 6.3 Subject to the terms of this Agreement, Landscape Management Network hereby grants Subscriber a limited, non-exclusive, non-transferable, revocable license to:
 - (a) access and use the LMN and/or Greenius, as applicable, solely for Subscriber's internal business purposes and for no other purpose; and
 - (b) store, print and copy the Downloadable Content solely in connection with its use of and access to the Services. Subscriber acknowledges that Subscriber does not acquire any ownership rights, title or interest in or to the Downloadable Content by storing, printing or copying the Downloadable Content.
- 6.4 Except as otherwise expressly provided in this Agreement, Subscriber shall:
 - (a) not allow any person other than a User to access the LMN and/or Greenius, as applicable;
 - (b) not resell or sub-license any of its rights under this Agreement to any other person or entity;
 - (c) not frame or mirror the LMN, Greenius, or any Downloadable Content;
 - (d) not modify, decompile, disassemble, deconstruct, analyze, translate, attempt to extract the source code or otherwise examine for the purpose of reverse engineering the LMN or the Landscape Management Network's technology;

(e) not delete or alter in any way any notices, disclaimers, Landscape Management Network trade-marks (including without limitation "LMN" and "Greenius"), Landscape Management Network copyright notices, trade names or other proprietary notices, symbols, labels or other legends contained in the Services or other materials obtained by Subscriber through use of the LMN or on any copies thereof made by Subscriber in accordance with this Agreement;

(f) not attempt to access any systems, programs or data of Landscape Management Network that are not licensed under this Agreement;

(g) except as permitted under this Agreement, not copy or reproduce, republish, upload, post, transmit, create derivative works of, or distribute the Downloadable Content, or any portion thereof, or facilitate or permit any third party to do so;

(h) not publish, upload, post, transmit or otherwise make available any User Generated Content (as defined below) that: (i) Subscriber or User does not have the right to make available; (ii) is unlawful, harmful, vulgar, obscene, hateful or racially, ethnically or otherwise objectionable; (iii) infringes any intellectual property rights of any party; (iv) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junkmail, spamming or chain letters; or (v) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;

(i) not impersonate any person or entity, including LMN or an unauthorized user of the Services, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(j) not use any device or software to interfere or attempt to interfere with the proper operation of the LMN, Greenius, or the Services; and

(k) not facilitate or permit any third party to do any of the foregoing.

6.5 Subscriber shall comply with all obligations and/or restrictions regarding the use of the Downloadable Content as Landscape Management Network may communicate in writing from time to time.

6.6 Subscriber shall comply with all applicable federal, provincial, state, and local laws, regulations and rules, judicial decisions and administrative orders ("**Laws**") as may apply to the Services (and Subscriber's use thereof) and the Downloadable Content as are in effect at this time or may be in effect during the Term of this Agreement.

6.7 Should the Services permit the uploading of content or the creation of content on the LMN or Greenius by the Subscriber or Users ("**User Generated Content**"), Subscriber grants to Landscape Management Network a non-exclusive, world- wide, royalty-free right and license to store, distribute, change the format of, publish, provide and transmit User Generated Content, in any form and by any means whatsoever, solely as required to perform the Services under this Agreement.

7 CONFIDENTIALITY AND PRIVACY

7.1 Each party acknowledges that it would be damaging to the other party if its Confidential Information were disclosed to or obtained by third parties. Each party shall make all commercially reasonable efforts during the Term of this Agreement and thereafter to prevent the other party's Confidential Information in its or its Representatives possession or control from being disclosed to or obtained by any person or entity for any purpose except as described in this Agreement. Each party's efforts will not be less than those that it takes to prevent the disclosure of its own Confidential Information. The Receiving Party will be responsible for breaches by its Representatives of this Agreement. Without limiting the generality of the foregoing, Landscape Management Network will keep confidential all Confidential Information furnished to it or its Representatives and will use such Confidential Information solely for the purpose of providing the Services and for compiling anonymous statistics regarding the use of LMN and/or Greenius, as applicable.

7.2 It is not a breach of Section 7.1 to disclose Confidential Information required to be disclosed by law, judicial or

arbitration process or by governmental authorities, provided that, where the Receiving Party is not legally prevented from doing so, the Receiving Party first gives the Disclosing Party reasonable notice of any required disclosure pursuant to such law, order or process and takes all reasonable steps to restrict such disclosure and protect the confidentiality to the extent possible and fully cooperates with the Disclosing Party, in any efforts Disclosing Party may reasonably take to challenge or delay such disclosure, or to disclose anonymous statistics regarding the use of LMN and/or Greenius where such statistics are derived from but do not contain Confidential Information.

7.3 Each party acknowledges and agrees that:

(a) the foregoing restrictions set forth in this Article are reasonable in the circumstances and the Disclosing Party waives all defenses to the strict enforcement of the restrictions;

(b) a violation of any of the foregoing provisions of this Article may result in immediate and irreparable harm and damage to the Disclosing Party; and

(c) in the event of any violation of any foregoing provision of this Article, the Disclosing Party shall be entitled to apply for equitable relief by way of temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.

7.4 Each party shall collect, use, store, disclose, dispose of and otherwise handle Personal Information collected or accessible by either party under this Agreement in accordance with all applicable Privacy Laws. Landscape Management Network shall post all applicable privacy policies regarding the Personal Information on the LMN and Greenius so that such policies are accessible to all LMN and Greenius users.

8 WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

8.1 Each party covenants, represents and warrants to the other that it has the right to enter into this Agreement, and to grant the licenses in Article 6.

8.2 LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE LMN, GREENIUS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THE LMN, GREENIUS, SERVICES OR DOWNLOADABLE CONTENT WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF SUBSCRIBER OR USER, (C) ALL ERRORS OR DEFECTS IN THE LMN, GREENIUS, SERVICES OR ANY DOWNLOADABLE CONTENT CAN OR WILL BE CORRECTED, OR (D) THE LMN, GREENIUS. SERVICES, ANY DOWNLOADABLE CONTENT, OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OF MERCHANTABILITY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES, AND ITS LICENSORS.

8.3 LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL NOT HAVE ANY RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS OF THE DOWNLOADABLE CONTENT OR THE USER GENERATED CONTENT. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE DOWNLOADABLE CONTENT IS NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE, AND THEREFORE RELIES ON THE DOWNLOADABLE CONTENT ENTIRELY AT ITS OWN RISK.

8.4 LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OF ANY USER GENERATED CONTENT CAUSED BY SUBSCRIBER OR ANY USER, FOR THEIR FAILURE TO STORE ANY USER GENERATED CONTENT, OR FOR THEIR MISUSE OF THE LMN OR GREENIUS.

8.5 LANDSCAPE MANAGEMENT NETWORK, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL NOT BE LIABLE TO SUBSCRIBER, ITS AFFILIATES OR USERS FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR OTHER ECONOMIC LOSS, OR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION SHALL NOT APPLY TO DAMAGES FOR CLAIMS ARISING OUT OF A DELIBERATE DISCLOSURE OF CONFIDENTIAL INFORMATION BY LANDSCAPE MANAGEMENT NETWORK. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER ANY ACTION IS BROUGHT IN CONTRACT OR IN TORT, (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY), INDEMNITY, OR FUNDAMENTAL BREACH AND/OR FAILURE OF ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN AND SHALL SURVIVE THE EXPIRATION, TERMINATION OR REPUDIATION OF THIS AGREEMENT.

- 8.6 Subscriber shall indemnify, defend and hold Landscape Management Network, its affiliates, and its and their officers, directors, employees, agents, suppliers and Representatives harmless from any and all suits, actions or claims against Landscape Management Network by a third party arising from a breach of its warranty under section 8.1, or charging that the User Generated Content infringes any trade-mark or copyright in Canada or the United States of America or constitutes an illegal disclosure of the confidential information of a third party, provided that Subscriber is notified promptly in writing, has the exclusive right to control such defense, and, at its request and expense, is given authority and assistance by Landscape Management Network reasonably required for such defense.
- 8.7 Subscriber and Landscape Management Network hereby waive a jury trial in any suit, action or claim arising from or in connection to this Agreement, where applicable.

9 GENERAL

- 9.1 Landscape Management Network may from time to time recommend or provide you with access to third party products, services, or website links (collectively, "Third Party Services") for your consideration or use, including via the LMN, Greenius, our websites, and our mobile applications. Such Third Party Services are provided by third party service providers (each, a "Third Party Provider") and made available only as a convenience to you. In addition to this Agreement, you also agree to be bound by the additional service-specific terms applicable to services you purchase from, or that are provided by, Third Party Providers. The relationship between you and any Third Party Provider is strictly between you and such Third Party Provider, and Landscape Management Network is not obligated to intervene in any dispute arising between you and a Third Party Provider. If you decide to access or use a Third Party Service, you do so at your own risk and waive any claims against Landscape Management Network. You also agree to indemnify and hold Landscape Management Network and its affiliates, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, arising out of your use of a Third Party Service or your relationship with a Third Party Provider.
- 9.2 Neither party shall be liable to the other for any delay or failure to perform due to fire, flood, earthquake, pandemic, acts of God, acts of war, riots, civil disorder, strikes, lock-outs or labor disruptions or the failure of telecommunications systems, epidemics, pandemics (or worsening thereof) or outbreaks of new infectious diseases or viruses (including COVID-19) (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event only for so long as such Force Majeure Event continues and such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 9.3 Notices and other communications required or permitted under this Agreement shall be in writing. Notices sent by Subscriber to Landscape Management Network shall be sent by delivery (written receipt required), by facsimile transmission (machine confirmation to be retained by sender) or by electronic email to the contact information below and the party sending such notice shall telephone or email to confirm receipt. Notices sent by Landscape Management Network shall be sent in accordance with the delivery methods described above to the contact information provided by Subscriber or the Administrator or, where applicable, will be posted in the LMN and/or Greenius, as applicable. Either party may change its address, email address, or facsimile number for notification purposes by giving the other party notice of the new address, email address or facsimile number and the date upon which it will become effective. A communication shall be deemed to have been received as of the next business day following its transmission by facsimile if transmitted after 4 p.m. Eastern Time.

Landscape Management Network Inc.

Address: 180 Enterprise Blvd, Suite 204, Markham, Ontario, L6G 1B3

Phone: 888.347.9864

Email: info@golmn.com

- 9.4 This Agreement shall be executed by online acceptance when Subscriber clicks and agrees to the terms and conditions upon registration.
- 9.5 Except as expressly set out herein, nothing contained in this Agreement shall create or imply any agency relationship between the parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties.
- 9.6 Nothing in this Agreement shall limit any right that Landscape Management Network may have at law, by agreement or otherwise.
- 9.7 The failure of Landscape Management Network to exercise or enforce any right of provision of this agreement shall not constitute a waiver of such right or provision.
- 9.8 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which they are invalid or unenforceable, shall not be affected, and each such provision shall be valid and enforceable to the extent granted by law. This Agreement constitutes the entire agreement between the parties relating to the Services.
- 9.9 This Agreement shall be construed according to the laws of the Province of Ontario, Canada, without regard to rules governing conflicts of laws. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The exclusive jurisdiction for any disputes under this Agreement shall be a court of competent jurisdiction in the Province of Ontario, Canada, and each of the parties irrevocably consents and submits to the jurisdiction of such courts and waives any objection based on venue or *forum non conveniens* with respect to any action instituted therein to enforce or arising out of this Agreement.