

Vantage End User License Agreement

Vantage Smart Parks Ltd., a Canada limited corporation with an address of 6700 McMillan Way, Richmond, British Columbia, Canada (“Vantage”, “we” or “us”) will grant you (“you”, “your” or “user”) the right to use the [Vantage] mobile application (“App”) conditioned specifically on your agreement to all of the terms and conditions of this End User License Agreement (“Agreement”). All references to this Agreement include the then current Terms of Use and Privacy Policy found at [\[http://www.vantage.co/data/termsfuse.html\]](http://www.vantage.co/data/termsfuse.html) and [\[http://www.vantage.co/data/privacy.html\]](http://www.vantage.co/data/privacy.html). Please review the Terms of Use and Privacy Policy.

By clicking “Accept”, downloading, accessing, or otherwise using the App, you agree to be bound by this Agreement.

If you do not agree to the terms and conditions of this Agreement, do not download, access, or otherwise use the App.

PLEASE CAREFULLY REVIEW THIS AGREEMENT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS OF USE OR PRIVACY POLICY, THE TERMS OF THIS AGREEMENT WILL GOVERN.

1. Subject to this Agreement, Vantage grants you the limited, nonexclusive, nontransferable, non-assignable, non-sublicensable, revocable right and license to use the App only for your personal, non-commercial purposes on any user product (“Equipment”) that you own or control, provided such Equipment operates on a system utilized or provided by Apple, Google, Microsoft, or any other platform (“Platform”).
2. All uses of the App and each piece of Equipment must comply with, in all instances, the then applicable rules, requirements and terms of each applicable Platform.
3. The license granted herein does not include any right to make or distribute copies of the App, to use the App for the benefit of any third party or to monetize use of the App. Without limiting the generality of the foregoing, any access to the App or the services accessible through the App by automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.
4. Except as expressly granted herein, no other license under any proprietary or intellectual property right, including but not limited to patent, copyright, trade secret, trademark or otherwise is granted to or conferred to you by this Agreement. All other rights other than those specifically granted herein are reserved by Vantage.
5. You agree not to associate, input or upload to or through any App any virus, Trojan horse, worm, time bomb or other computer programming routines that (i) is intended to damage, interfere with, intercept or expropriate any Vantage system or technology or (ii) infringe the intellectual property rights of another.
6. This Agreement is effective upon your acceptance downloading, accessing, using, and/or clicking “accept” and shall remain in full force and effect thereafter until terminated as provided herein (“Term”).
7. You may terminate this Agreement for convenience at any time by deleting the App from all Equipment that you own or control.

8. We may terminate this Agreement for convenience at any time with or without notice to you. In addition, with respect to any user, this Agreement will terminate automatically in the event you breach, or Vantage has reason to believe you will breach, the paragraphs herein related to intellectual property.

9. At termination of this Agreement for any reason whatsoever all licenses granted hereunder shall immediately terminate and you shall immediately cease and desist from all access to and use of the App.

10. We may at any time, change, update, modify, or terminate any service that may be accessed through the App including, without limitation, to improve a service or its functionality; add or remove access to a service; improve ease of use for the you or us; correct an error or bug; prevent or discontinue harmful or improper access to services; prevent or discontinue unauthorized use of services; comply with a Platform provider or government request; or comply with a statute or judicial order.

11. We may suspend or terminate your rights in and to the App or services accessible through the App in our sole discretion including, without limitation, if a newer version of the App or a service therein is available, to improve the App or a service or any functionality therein; to add or remove access to a service accessible through the App; to improve ease of use for the you or to us; to correct an error or bug; to prevent or discontinue harmful, improper nor unauthorized access to the App or a service therein; to comply with a Platform or government request; or to comply with a statute or judicial order.

12. User acknowledges and agrees that the App contains proprietary and confidential information that is protected by applicable copyright, trademark and other intellectual property laws, including without limitation, the software programming and html and other code contained in the App and other content available through the App. The trademarks, service marks and logos used and displayed on this App are registered and unregistered trademarks of Vantage and others. Nothing in this App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the App, without the written permission of the trademark owner. Vantage and its licensors reserve the right to enforce its and their intellectual property rights to the fullest extent of the law. All images on the App are legally protected and are not to be used, reproduced, modified or distributed without written consent of Vantage or its licensors. You may not and will not permit others to contest, object to, or otherwise challenge our proprietary interest in and ownership of the App and the Proprietary Information.

13. You and we acknowledge that, in the event of any third party claim that your possession and use of the App infringes that third party's intellectual property rights, Vantage, not the Platform, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

14. As between you and us, the App, the content and information therein, and the look and feel of the App, and all improvements, additions, derivatives and other modifications thereto, and any information pertaining to the foregoing, are the exclusive property of Vantage and/or its licensors, and shall be considered and treated by you as the proprietary information of Vantage ("Vantage Proprietary Information"). You acknowledge and agree that Vantage is the owner of the Vantage Proprietary Information and you agree that you have no right, title, or interest in any of the Vantage Proprietary Information except the right to use the App under and in compliance with the license granted here. You agree not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the Vantage Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the Vantage Proprietary Information, or any portion thereof, without the prior written consent of Vantage, which may be withheld in Vantage's sole discretion. You further agree not to challenge or assist with or participate in any challenge, directly or indirectly, of our ownership of the Vantage Proprietary Information or any right, title or interest therein or any portion thereof.

15. You acknowledge and agree that Vantage is the owner of or has rights to the VANTAGE and VANTAGE trademark and such other names, marks, and logos and other intellectual property Vantage used, uses or may in the future use in or related to its business, products or services, including, without

limitation, all improvements, additions, derivatives and other modifications thereof ("Vantage Marks"). You agree that you have no right, title, or interest in any of the Vantage Marks. You further agree not to challenge or assist with or participate in any challenge, directly or indirectly, of Vantage's ownership of or right to the Vantage Marks and the Proprietary Information or any right, title or interest therein or any portion thereof.

16. You agree not to remove, obscure, or alter any copyright, trademark, or other proprietary rights notice affixed to, contained within, or accessed in conjunction with or through the App. You further agree not to modify, adapt, translate, prepare derivative works from, transmit, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any portion of the Mobile App. Without limiting the generality of the foregoing, in those jurisdictions where law grants you rights to translate, decompile, reverse engineer, or disassemble the App, that you can't waive, and to the extent required by law, you may exercise such rights to translate, decompile, reverse engineer, or disassemble to the extent necessary to achieve interoperability of the App with an independently created program, but solely in the event that the information necessary to achieve interoperability of the App with an independently created program has not been made available to you by Vantage within a reasonable time upon your written request. Such decompilation shall be restricted to the parts of the App that is necessary to achieve interoperability.

17. Without limiting the generality of the foregoing, you acknowledge that Vantage is the owner of or has the rights to all information you access from or in the App ("Proprietary Information"). You agree that you have no right, title, or interest in any of the Proprietary Information except under and in compliance with this Agreement. You agree not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the Proprietary Information, or any portion thereof, without the prior written consent of Vantage, which may be withheld in Vantage's sole discretion.

18. We are not, and you acknowledge that the Platform is not, obligated to provide any support or maintenance services to you related to the App. Any complaints related to the App can be addressed to Customer Service.

19. You agree to comply with all United States and all other applicable laws, rules, and regulations relating to the export, re-export, or transshipment of the Mobile App.

20. The App is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), any user who is a U.S. Government end user acquires the App with only those rights set forth herein.

21. IF YOU ARE AN INDIVIDUAL ACTING AS A CONSUMER, YOU MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE USE OF THE APP IS ENTIRELY AT YOUR OWN RISK. THE APP IS PROVIDED FREE OF CHARGE, ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, ACCESSIBILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED BY VANTAGE TO THE FULLEST EXTENT PERMITTED BY LAW. VANTAGE MAKES NO WARRANTY WITH RESPECT TO THE SECURITY, TIMELINESS, CONTENT OR PERFORMANCE OF THE APP. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES USER SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. YOU

AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

22. IF YOU ARE AN INDIVIDUAL ACTING AS A CONSUMER, YOU MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE TOTAL LIABILITY OF VANTAGE AND ITS LICENSORS UNDER THIS AGREEMENT FOR DAMAGES WILL NOT EXCEED \$100 IN THE AGGREGATE AND NEITHER VANTAGE NOR THE PLATFORM SHALL BE LIABLE TO YOU OR ANY THIRD PARTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE APP OR OTHERWISE, EVEN IF VANTAGE OR THE PLATFORM HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VANTAGE OR IN THE EVENT OF PERSONAL INJURY OR DEATH OR IN RESPECT OF ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

23. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding (1) its conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; (3) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (4) the Protocol amending the 1974 Convention, done at Vienna, April 11, 1980. The exclusive venue any Claims that arise from this Agreement is Los Angeles, California.

24. YOU AND VANTAGE AGREE THAT ANY CLAIMS OR DISPUTES (“Claims”) THAT ARISE OUT OF OR RELATE IN ANY WAY TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY SERVICE PROVIDED THROUGH THE APP) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION INSTEAD OF LITIGATION IN COURT. In arbitration, there is no judge and no jury. Instead, Claims are decided by an arbitrator whose authority is created by and governed by these arbitration agreement paragraphs. Review of arbitration awards in the courts is very limited.

25. YOU AND VANTAGE AGREE THAT ALL CLAIMS BETWEEN US WILL BE RESOLVED IN AN INDIVIDUAL ARBITRATION. WE BOTH AGREE THAT THERE WILL BE NO CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTIONS IN ARBITRATION. In addition, neither you nor Vantage may participate in a class or representative action in court as a class member if the claims asserted in the arbitration would fall within the scope of this Agreement or the arbitration agreement paragraph if asserted directly by you or Vantage. To be clear, you and Vantage both waive any right to participate in any class action involving disputes between us. This class action waiver is an essential part of our arbitration agreement and may not be severed. If for any reason this class action waiver is found unenforceable, then the entire arbitration agreement will not apply. However, the Jury Trial Waiver set forth below will remain in full force and effect.

26. The arbitrator’s authority is governed by this arbitration agreement. You and Vantage agree that the arbitrator may award the same relief that a court of competent jurisdiction could award – consistent with and limited by this Agreement (including the paragraph labeled “Limitation of Liability”), but the arbitrator may not award declaratory or injunctive relief that extends beyond you and your dealings with Vantage. An arbitrator may award attorneys’ fees and costs to the prevailing party if a court would be authorized to do so under the applicable law.

27. You and Vantage agree that this Agreement affects interstate commerce, and the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association (“AAA”). The AAA’s rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the

Claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim is for more than \$75,000, then the Commercial Rules will apply. If there is a conflict between the AAA Rules and this arbitration agreement, then the arbitration agreement shall control. The arbitration will be held in Orange County, California. This arbitration agreement survives the termination of your Agreement with Vantage.com.

28. You and Vantage expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that if for any reason the arbitration agreement contained herein is not enforced or is found inapplicable, our claims against each other will be resolved by a judge rather than a jury.

29. When you download, access, or use the App, you are agreeing to indemnify Vantage and the Platform and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from the use of the App. By using the App you are agreeing to release Vantage and the Platform and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors from any and all claims, fees, costs, damages and obligations of any kind whatsoever that you may have against them arising out of or in any way related to such claims or obligations and to any disputes regarding use of ideas and/or related materials submitted to the App. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

30. The following terms apply only to you when you use an Apple Platform. In the event of any conflict between this paragraph and the rest of the Agreement, this paragraph will control only if you use an Apple Platform:

(a) You must comply with all applicable third party terms of agreement when using the App. For example, your use of the App must not violate the terms of your wireless data services agreement for the applicable Equipment.

(b) The Platform is a third party beneficiary of this Agreement and may enforce this Agreement against you as a third party beneficiary. Subject to the rights of the Platform to enforce this Agreement as a third party beneficiary, a person who is not a party to this Agreement has no right under any applicable law to enforce any term of this Agreement. Notwithstanding that any term of this Agreement may be or become enforceable by the Platform or any other third party, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing signed by or on behalf of Vantage or this Agreement may be rescinded (in each case), without the consent of the Platform or such other third party.

(c) YOU HEREBY REPRESENT AND WARRANT THAT (I) YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY; AND (II) YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

(d) YOU ACKNOWLEDGE THE PLATFORM HAS NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APP.

(e) YOU ACKNOWLEDGE THAT TO THE EXTENT PERMITTED BY LAW, THE PLATFORM WILL NOT BE LIABLE TO YOU FOR ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE APP.

(f) AS BETWEEN VANTAGE AND THE PLATFORM, BUT SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT, THE PLATFORM WILL NOT BE RESPONSIBLE TO YOU FOR ANY CLAIM

RELATING TO THE APP OR YOUR POSSESSION AND/OR USE OF THE APP, INCLUDING BUT NOT LIMITED TO, (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE APP FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

31. You are solely to be responsible for any and all taxes, duties, tariffs, or other such assessments of any value relating to this Agreement.

32. If, for any reason, a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

33. Any waiver of any provision of this Agreement will be effective only if in writing and signed by or on behalf of Vantage.

34. This Agreement constitutes the entire and only agreement between you and us in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of you and Vantage acknowledge that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Agreement, save those expressly set out in this Agreement, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of Vantage.

35. You may not sublicense, assign or transfer this Agreement or the App. Any attempt to otherwise sublicense, assign or transfer any of the rights, duties or obligations hereunder is null and void.

36. You and we agree that where the context of any provision indicates an intent that it will survive the term of this Agreement, then it will survive.

37. If you have any questions about this Agreement, please email us at [\[mailto:support@vantage.co\]](mailto:support@vantage.co).