

Driftscape Corp.

Content Provider License Agreement

Last updated: Oct 20, 2017

As a Content Provider to Driftscape we advise you to read these License Terms carefully so you are aware of your rights and responsibilities. You can download and print these License Terms at <https://driftscape.com/legal/ContentProviderLicenseAgreement.pdf> This Agreement is a legal agreement between your organization and Driftscape Corp. and it governs your organization's use of the Driftscape Application made available to you by Driftscape Corp.

The Driftscape Application is licensed, not sold, to you by Driftscape Corp. for use strictly in accordance with the terms of this Agreement.

Definitions

Account: the functional environment of the Content Provider in the Driftscape Content Management Service (CMS), to which the Content Provider obtains access after entering its account and login details;

Content: all information and/or data provided by the Content Provider or by Driftscape Corp. through the CMS, including – but not limited to – depictions of points-of-interest, events and tours featuring mobile audio guides, immersive audio experiences and auto-play trail and path audio guides and entertainments. Content information can pertain to events, outdoor objects, geographies or places of interest, interior spaces such as museums and be provided in the form of text, photos, videos, audio materials and augmented reality.

CMS: the online content management system on the Driftscape Website which the Content Provider can use to create, upload and manage its Content;

Content Provider: each business, undertaking, legal entity, sole proprietorship or individual, whether or not acting in the conduct of any business or profession, who has been invited by Driftscape to create an Account and use the Driftscape Service by, uploading its Content through the Driftscape CMS.

End User: a person that is using the Driftscape Service with or without an Account, to access the Content and use such Content for educational and entertainment purposes;

Driftscape Corp., a company with limited liability established and existing under the laws of Canada.

Driftscape App: the mobile application Driftscape, that provides the End User with information concerning events, tours, immersive audio experiences, objects and places of interest in his or her environment.

Driftscape Service: Services offered by Driftscape Corp. including the Driftscape App, <http://driftscape.com> website and third party Content Management Services (CMS) for the Driftscape App.

Driftscape Website: the URL <http://driftscape.com> and all its top level and sub domains; the URL <http://drifftoronto.ca> and all its top level and sub domains;

Intellectual Property Rights: all intellectual property rights and related rights such as copyrights, trademark rights, patent rights, design rights, trade name rights, moral rights, database rights, neighbouring rights, as well as rights to know-how, logos, domain names, service marks, inventions and sui generis intellectual property rights, and all similar rights in any part of the world, including any registration of such rights and applications and rights to apply for such registration;

Login Details: the username or e-mail address and password which the Content Provider provides when creating his Account and with which the Content Provider gains access to his Account;

License Terms: these license terms applicable to Content Providers;

Driftscape Service

The Driftscape Service is a platform for invited Content Providers.

This non-exclusive license of the Driftscape Service gives your organization the right to access and use the CMS, which enables you to upload, store, and manage, (i.e., modify, add, and delete) Content.

By using the Driftscape Service, you accept these License Terms. Driftscape Corp. may, from time to time, make changes to these License Terms. Driftscape Corp. will post notification of changes to these License Terms on the Driftscape Website where the most up-to-date License Terms can always be found. Your continued use of the Driftscape Service after changes to these License Terms implies that you agree with the changed License Terms.

Driftscape Corp. will not respond to requests from Content Providers to exploit and/or use the Content in any specific way. We can not guarantee that an End User is going to exploit the Content in a specific way nor that the exploitation of the Content will be successful.

The Driftscape Service is licensed on an “as is” basis. Driftscape Corp. makes no warranties of any kind, whether express, implied, statutory, or otherwise, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, quality, safety, integrity, reliability, or accuracy of the Driftscape Service or the CMS, or that any part of the Driftscape Service will be uninterrupted, error-free, virus-free, timely, secure, nor is it warranted either implicitly or expressly that any content is safe in any manner for download.

As a Content Providers your organization will be provided with an Account on the Driftscape CMS Website. As a registered Content Provider, you take responsibility for having legal authority to bind your organization to these License Terms. You will be asked to assign a contact person and provide contact information of the contact person. You agree to maintain this information so that it is up-to-date, correct and complete at all times.

Login Details are required for registration. The Login Details must be kept secret to avoid unauthorised use of an Account. As soon as you know, or have reasons to suspect, that your Login Details have come into the hands of unauthorised persons, you should inform Driftscape Corp. and take effective action immediately, by modifying the Login Details.

If, for any reason, you can no longer access your Account, please contact us at support@driftscape.com

In case you give other people (third parties) access to your Account, you will be fully responsible for their actions. These License Terms shall also apply to such third parties making use of your Account.

From time to time Driftscape Corp. may make functional, procedural or technical changes to the Driftscape Service, including the CMS, Service. You acknowledge that Driftscape Corp. is not liable for any damages resulting from such changes in the Driftscape Service.

The purchase and/or the proper operation of the hardware necessary to use the Driftscape Service are the sole responsibility of the Content Provider. Driftscape Corp is not liable for damage or costs related to transmission errors, malfunctions, or non-availability of computer, data or telecom facilities, including the Internet by Content Providers.

Driftscape Corp will make its best efforts to maintain the Driftscape Service operations. In the event that the Driftscape Service, or part thereof, is unavailable or not working properly, Driftscape Corp is not liable for any related damage or costs.

Driftscape Corp. is not responsible for the storage of your data, including your Content. That means that if you remove your Content from our platform or if we encounter technical problems your Content may be lost and we may not be able to retrieve your Content. We

therefore recommend that you keep a copy of your Content on your own devices for storage purposes.

As an Account holder, you are solely responsible for the Content and management (i.e. modification, addition, and deletion) of the Content provided through your Account.

No Content may be made available by you, the Content Provider, in any way that:

- is, in the opinion of Driftscape Corp., inappropriate or contrary to community standards
- is discriminating regarding race, religion, gender, culture or heritage, or which is otherwise offensive;
- calls for violence against and/or harassment of others;
- is false and/or misleading, including – but not limited to – the adoption of a false identity;
- contains viruses, Trojan horses, worms, bots or other software that can damage, disable, or delete the Driftscape Service or makes it inaccessible;
- violates the License Terms, the Privacy Policy or any applicable laws and/or regulations in Canada and/or the jurisdiction where the Content Provider is established;
- infringes the rights of Driftscape and/or third parties, including – but not limited to – Intellectual Property Rights and rights that relate to the protection of privacy;
- harms the interests and reputation of Driftscape or a Content Partner;
- reproduces or publishes information which is obtained through the Driftscape Service, other than the Content created and provided by the Content Provider itself;
- makes Content available that contains third party advertisement, other than with the express permission of Driftscape;
- engages third parties to perform any of the above-mentioned acts.

Driftscape Corp. may decide at its own discretion and for any reason, without being liable to pay any compensation to the Content Provider, to (i) refuse or remove Content, (ii) terminate your Account, or (iii) assign to the Content the status of 'draft' which means that the Content must be changed before it becomes accessible by Publication Partners or End Users if the Content does not meet the standards as provided herein or upon a court order thereto.

Intellectual Property Rights

You, the Content Provider, own the Intellectual Property Rights in relation to the Content that you make available through the Driftscape Service. You can adjust, change and/or, with six

months notice to Driftscape Corp., remove your Content at any time from the Driftscape Service.

As Content Provider you will be given the right to access and use the Driftscape Service and the software that forms part of the Driftscape Service, including the CMS. Driftscape Corp. will grant this same right to other Content Providers as well.

Driftscape Corp. holds the Intellectual Property Rights relating to the Driftscape Service, including the CMS and the Database, the Driftscape App, and the Driftscape Website which belong exclusively to Driftscape Corp. our licensors or assignees. This means, for instance, that you are not allowed to register any domain names, trademarks, or Google Adwords that are identical or similar to any object to which Driftscape Corp. holds Intellectual Property Rights and that you are may not reproduce, modify, reverse engineer, or publish the Driftscape Service and/or the CMS for other purposes than those listed in these License Terms. Removal, hiding, making illegible or modifying notifications or statements with regard to our Intellectual Property Rights is not permitted.

By making Content available through the Driftscape Service, you give Driftscape Corp. the non-exclusive right to use and reproduce your Content worldwide at no cost to us.

By agreeing to these terms and entering your content into the Driftscape Service you have given Driftscape Corp. the right to use and reproduce your Content, which includes, but is not limited to, the right to use the Content for our internal purposes; reformat the Content for purposes of presentation on mobile devices; and to use your Content, brand and/or logo for promotional and marketing purposes. Your organization name and profile will always be accessible, linked or integrated with your Content when made available to the End Users, unless for technical reasons this is not possible.

The above rights granted by you to Driftscape Corp. to use and reproduce your Content, will stay in force as long as your Content is available through the CMS. Any removal by you of your Content, will automatically result in the same removal from Driftscape's systems and servers and from the Driftscape database. Driftscape Corp. will, however, not be under the obligation to remove this Content from all proxy servers or similar technical 'cache systems'.

In no event, however, can Driftscape Corp. be held liable or responsible for any infringements or alleged infringements of your Intellectual Property Rights by End Users, or any other party, whether or not access to your Content was given by us to such third party. You hereby waive all rights to make claims against us in connection with any such (alleged) infringements by any third party and hereby indemnify and hold Driftscape Corp. harmless for and against any and all third party claims relating hereto. The Content Provider will provide written notice to Driftscape

before its removal of Content from the Driftscape Service. Driftscape may continue to use such Content for up to 6 months from said notice, to prevent unexpected and sudden disruption of the Driftscape Service and user expectations.

Personal Data

Personal information that is provided by you, when registering and using the Driftscape Service, is collected by Driftscape Corp. and can also include information on the use of the Driftscape Service, including: browsing history, IP address, information on your browser and operating system and user interactions with the browser. To the extent necessary, you agree in advance to all processing by or on behalf of Driftscape Corp. of your Personal Data for the purposes of:

- developing and offering the Driftscape Service, the Driftscape App, and the Driftscape Website;
- communicating with you about Driftscape and its products and services;
- generating statistical data;
- protecting our information systems.

You warrant that you have the necessary mandate from such persons to give such permissions.

Driftscape Corp. shall implement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

Monetization

In the future features for premium content with enablement for obligatory purchase and/or optional donation through in-app purchase may be added for use by Content Providers at their discretion. You will be notified of the existence of and terms for such paid features and you will be free to choose whether to use such paid features or not. All payments will be in-app payments and take place in the way as described in the Driftscape App and in conformity with the relevant in-app purchase program for iOS, Android or other operating systems.

In the future sponsorship recognition and advertising will be introduced to sustain the operations of Driftscape Corp.

Warranties and Indemnities

You warrant and guarantee that:

- you have the full legal power and authority to make the Content available through the Driftscape Service

- your use of the Driftscape Service is in compliance with all laws and regulations of the jurisdiction in which you are established;
- you are the sole owner of the Content and/or you have obtained valid licenses from third parties to make the Content available through the Driftscape Service
- the Content is correct, not misleading, unencumbered, and not limited to or restricted by any third party's' rights, including Intellectual Property Rights;
- you will not make or enter into any agreement with any third party which would cause a breach or a default under these License Terms.

You agree to indemnify, defend and hold harmless Driftscape, its successors, assigns, affiliates, agents, directors, officers, employees, and shareholders from and against any and all claims, actions, proceedings, damages, obligations, losses, expenses, and costs, including reasonable attorneys' fees and other litigation expenses, resulting from (i) any violation by you of these License Terms or any other agreement between you and us, (ii) any third party claim of (alleged) infringement by you of Intellectual Property Rights arising from your Content and/or use of the Driftscape Service, (iii) incorrect and/or misleading information provided by you through the Driftscape Service, (iv) any use you make of the Driftscape Service, or (iv) any unlawful act performed by you. Driftscape will provide you with a written notice of any such claim, action, proceedings, damage, obligation, loss, expenses, and/or costs. You must cooperate as fully as reasonably required in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter subject to indemnification by you.

Liability

Your use of the Driftscape Service is at your own risk, which means that Driftscape, to the extent permitted under mandatory law, cannot be held liable for any damage that you suffer resulting from using the Driftscape Service.

Should Driftscape Corp be determined to be nevertheless liable to you, the liability will at all times be limited to the direct damage to property and up to an absolute maximum of C\$ 200 per event (a sequence of events will be regarded as one event). Any liability of Driftscape for damage other than direct damage ("indirect damage"), including – but not limited to – public liability, consequential damage, loss and/or damage of data, loss of profits, loss of goodwill, loss of customers, loss of reputation, and lost sales, is excluded.

The existence of any right to compensation is always conditional on the Content Provider reporting the damage to us in writing as soon as possible after it has become aware of the damage. Any claim for compensation vis-à-vis Driftscape will lapse simply by the expiry of twelve months after the damage first arose.

Force Majeure

Neither party to these License Terms is liable to perform any obligation if prevented by force majeure. Force majeure is taken to mean inter alia: illness of employees and/or absence of key employees, power failures, strikes, riots, government measures, fire, natural disasters, floods, failure of suppliers of us, shortcomings by third parties which were engaged by us, disruption of the internet connection, hardware failures, and failures in telecommunication networks.

Take-down rights

Driftscape does not monitor and does not intend to monitor the Content on its platform. We do, however, retain the right to take appropriate action including removal of Content from our platform if we are notified or otherwise determine that the Content infringes third party's rights or is unlawful. In such case we will not be liable towards the Content Provider who created the Content.

Termination

The agreement between the you and Driftscape comes into effect at the moment you create the Account and accept these License Terms and will remain in force until it is terminated in accordance with this article. Notwithstanding these termination rights, Driftscape may continue to enforce its right to use and display the Content for 6 months from notice of termination, to avoid unexpected and sudden disruption of the Driftscape Service and user expectations."

Miscellaneous

Driftscape Corp. may transfer rights and obligations arising from these License Terms to third parties and will notify you of this. Should you not agree with such transfer, you must discontinue the use of the Driftscape Service and terminate your Account per the provisions of this agreement.

The License Terms and the use of the Driftscape Service are subject to Canadian law. To the extent that national or international rules of law do not prescribe mandatory conditions to the contrary, any and all disputes arising from or related to the Driftscape Service or the License Terms will be brought before the competent court in Canada.