NETPS TERMS AND CONDITIONS OF USE AND LIMITATION OF LEGAL LIABILITY

Revised: 3 November 2026

In consideration of payment(s) received by the licensor of the technology Northscaping Inc. (hereinafter referred to as "Northscaping"), Northscaping agrees to license use of the **NetPS Plant Finder Tool** (hereinafter referred to as the "Technology") to the licensee of the Northscaping Technology (hereinafter referred to as the "Client") for a term, as further described in this Agreement. The Client hereby covenants and agrees to be unconditionally bound by the following Terms and Conditions of Use and Limitations of Legal Liability:

WHEREAS Northscaping is currently a developer of internet-based marketing solutions for the Horticultural Industry;

AND WHEREAS Northscaping has developed Internet-based marketing software for use in the horticultural industry and is the owner of the proprietary software service product referred to by its name "**NetPS Plant Finder Tool**" which enables consumers to search and review Northscaping proprietary plant photographs, information and data to assess their needs and to locate plants and plant products from the host horticultural retailer through an interface;

AND WHEREAS the Client wishes to obtain the right to utilize the Technology offered by Northscaping;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1.0 DEFINITIONS

1.1 Account - A unique 8-digit identification number assigned to a Client by Northscaping for each purchase of an implementation of the Technology.

1.2 Seat - One implementation of the Technology per Account per Client, linked to or otherwise employed in conjunction with one (1) Website and employing the hosting services provided by Northscaping. Additional Seats for a given non-exclusive license may be purchased from Northscaping at a nominal fee.

1.3 Technology - The Northscaping NetPS application, including, without limitation, the software and code, photographs, information contained in the NetPS Plant Database, written descriptions, and all hardware and equipment related to the provision of the application.

1.4 Website - A single unique domain name (i.e. “www.mydomain.com”), including any or all subdomains (e.g. “plants.mydomain.com”).

2.0 GENERAL

2.1 This Agreement ("Terms and Conditions of Use and Limitation of Legal Liability"), in addition to any other specific agreement between Northscaping and the Client, represents the complete understanding and agreement between Northscaping and the Client. This agreement supersedes any other written agreement including, without limitation, digitized, computerized, oral agreement, and/or agreement by conduct, except when expressly agreed to the contrary in writing by Northscaping.

2.2. Northscaping shall provide the Technology to the Client in exchange for fees and full compliance with the following Terms and Conditions.

3.0 LICENSE TO USE THE TECHNOLOGY

3.1 Northscaping grants the Client a non-exclusive license to implement one Seat for a period of one (1) year from the date of activation of the Seat by Northscaping.

3.2 The Client acknowledges and agrees that any provision of the Technology to the Client by Northscaping grants the Client only a non-exclusive license to occupy the space on a web server, and that the Client has no property interest in the space, software, web server and equipment. Payment by the Client for the Technology does not create or vest in the Client (or in any other party) any estate, ownership interest, or other proprietary right or interest of any nature in any part of Northscaping's premises or facilities including, without limitation, the space, software, web server and equipment.

3.3 The Technology is licensed to the Client for use solely on their corporate Website. Notwithstanding any rights granted herein, Northscaping shall remain the sole owner of the Technology. The Client shall acquire no right or interest in the Technology including with respect to any copyrights, trademarks or other proprietary rights therein, which proprietary rights shall remain the property of Northscaping, and any and all goodwill associated with the Technology shall inure exclusively to the benefit of Northscaping. The Client acknowledges that the license herein granted is non-exclusive and that Northscaping may license the Technology to third parties.

3.4 All content, text, images, photographs and other such materials provided in conjunction with the Technology are protected under national and international copyright laws and remain the exclusive property of Northscaping and/or their rightful assigns. Distribution or reproduction in whole or in part without the written consent of Northscaping is strictly prohibited except where explicitly permitted by Northscaping. Violators of this clause will be prosecuted for copyright infringement to the fullest extent of the law.

4.0 LAWFUL USE OF SERVICES

4.1 The Client may only employ the Technology on their Website through their Client's Account. The Client may not sell, lease, rent or assign, in any way, any part of the whole of the Client's Account and/or the Technology to any party without the prior written consent of Northscaping.

4.2 The Client agrees to maintain a secure password for the Client's Account. The Client is solely responsible for changing the password as required to ensure secure access to the Client's Account, and is additionally solely responsible for ensuring the confidentiality and security of the Client's Password.

4.3 The Client shall actively endeavor to prevent any corruption of the Technology and/or Northscaping's systems, including, without limitation, viruses. Northscaping reserves the right to review all Client- provided code and configuration settings and to run anti-virus programs at Northscaping's sole discretion to minimize potential and actual damages.

4.4 The Client must not commit or permit any reverse engineering, reverse assembling, disassembling, reverse compiling, or any attempt to derive source code from any prototypes, hardware, software or other tangible objects provided to the Client by Northscaping. This includes the use or training of artificial intelligence ("AI") except where expressly permitted in this Agreement.

5.0 RESTRICTIONS ON AUTOMATED (NON-HUMAN) INCOMING NETWORK TRAFFIC

5.1 General

This section applies to all incoming network traffic to the Northscaping servers that is not directly human-initiated through a web browser or other web-based end-user tool. It includes automated systems and applications that are initiated and/or operated by the Client, as well as third-party systems and applications that, while not explicitly initiated and/or operated by the Client, confer benefits to the Client, for example crawlers and bots for search engine optimization (SEO) and artificial intelligence optimization (AIO).

5.1.1 Commitment To Maximize Server Uptime And Ensure Reasonable Server Response Times

The NetPS Plant Finder tool is an interactive web application designed and intended to serve humans. As such, Northscaping is committed to maximizing the uptime of its public-facing web servers and to keep these servers responding to incoming requests by real people within a reasonable response time (by modern web standards).

5.1.2 Restriction Of Automated Incoming Network Traffic

While not a legally-binding obligation, Northscaping reserves the right to take appropriate measures to enforce the commitment expressed in Section 5.1.1 by limiting the activities of automated bots, crawlers and other agents that adversely impact the performance of its servers and/or their ability to respond to legitimate human-user requests. Such actions include (but are not limited to) throttling, blocking of incoming requests on a temporary or permanent basis, rate limiting, and blacklisting of IP addresses and user agents as Northscaping deems necessary.

5.1.3 Limitation Of Liability And Notification

Northscaping accepts no liability or responsibility for the consequences of any restrictions, blocks or blacklisting of incoming automated network requests and/or specific IP addresses, domains or user agents which may impact the Client or its systems. Furthermore, Northscaping is under no obligation to notify Clients of specific blocks of IP addresses, domains or user agents.

If a Client is adversely affected by any such restrictions, it is the Client's responsibility to bring this to the attention of Northscaping. A Client may petition Northscaping to have a specific restriction removed as per section 5.3; however, Northscaping is under no obligation to effect any such resolution at its own discretion, depending in part upon the underlying reasons for the restriction.

5.2 Policies Regarding Specific Bots, Crawlers And Agents

5.2.1 Major Search Engine Crawlers

Search Engine Optimization (SEO) is an important component of Northscaping's offering to Clients through the NetPS Plant Finder tool. In recognition of this, Northscaping will do what it can to provide incoming network access to legitimate automated search engine applications that generate network traffic to its servers in support of SEO. This commitment is restricted to and applies only to first-party bots and crawlers directly owned, operated and self-identified by the major search engines, those specifically being limited to Google, Bing, Yahoo and Duck Duck Go. It also includes conditional support for related features such as shopping, marketplaces and advertising which are owned and operated by these same companies where such automated agents do not have an adverse affect on Northscaping's server performance.

5.2.2 Artificial Intelligence (AI) Bots, Crawlers And Agents

Northscaping automatically restricts incoming network access to AI bots, crawlers and agents by default. Northscaping expresses no commitment to and is under no obligation to provide AI agents with access to any of the information and assets associated with the NetPS Plant Finder tool, and will take all available measures to protect its copyrights.

5.2.3 All Other Bots, Crawlers And Agents

This section applies to all bots, crawlers and agents not explicitly covered in the above sections, including agents not directly owned and operated by the major search engine companies identified in section 5.2.1, even if they serve to indirectly support Client SEO and other related functions. As a matter of course, Northscaping will respond in accordance with section 5.1.2. Non-AI bots, crawlers and agents which respect the provisions of Section 5.1 will generally not be restricted.

5.2.4 Client Obligations Upon Termination

With respect to any and all AI bots, crawlers and agents in the control of the Client or in service of the Client as a result of actions taken by the Client, in addition to any other conditions or obligations expressed elsewhere in this Agreement, upon termination or discontinuation of the NetPS Plant Finder tool and/or NetPS Plus service, the Client further agrees to purge these AI agents of all information, data, images and associated benefits that they have acquired through their association with the NetPS technologies.

5.3 Exceptions

5.3.1 Exceptions By Client Request

Without implying any obligation, Northscaping may grant specific exceptions for the Client to employ their own applications or third-party applications which generate automated incoming network traffic, or for the Client to request clearance for the activities of supporting arms-length applications which generate automated incoming network traffic, on a case by case basis on request and at the sole discretion of Northscaping, providing that they meet the following conditions:

(a) Their activities are limited to use by the Client; that they are not commercialized in any manner; that they are not intended for use by other parties; and that they expressly confer a specific benefit to the Client alone and to no other party;

(b) These applications have taken quantitative and demonstrable measures to mitigate impact on Northscaping servers, such as (but not limited to):

- rate limiting
- hours of use restrictions
- respecting robots.txt instructions

In all cases, it shall be incumbent upon the Client to demonstrate to Northscaping that sufficient measures have been taken to ensure that the resultant network traffic does not adversely impact the performance of its servers and Northscaping's ability to serve legitimate human requests in a timely manner.

5.3.1 Notwithstanding Clause

Notwithstanding the entirety of Section 5, Northscaping reserves the right to take action against any and all bots, crawlers and agents, regardless of their origins or intentions, and regardless of whether any exceptions or waivers have previously been granted, if their network activities are found to be adversely impacting the performance of its servers and its ability to serve legitimate human requests in a timely manner.

6.0 LIMITATION OF LIABILITY

6.1 The Client is solely responsible for any legal liability arising out of, or relating to, the Client’s use of the Technology. The Client agrees to indemnify and hold Northscaping, any third party related to Northscaping, including, without limitation, third party vendors, Northscaping’s executives, directors, officers, managers, employees, consultants, agents, parent companies and subsidiaries harmless from and against all liabilities, losses, costs, judgments, damages, claims, or causes of action, including, without limitation, any and all legal fees and expenses arising out of or relating to the Client’s breach of any of the representations or warranties herein, or resulting from the Client’s use of the Technology, or any other third party claim with respect thereto.

6.2 To the maximum extent permitted by applicable law, in no event, and under no theory of law or equity, will Northscaping, Northscaping's executives, directors, officers, managers, employees, consultants, agents, parent companies and subsidiaries, third party providers, merchants, licensors, or the like, or anyone else involved in creating, producing or distributing the Technology be liable for personal loss, revenue decrease, expense increase, cost of substitute products and/or services, or any loss or damage whatsoever, or for any consequential, special, incidental, punitive or indirect damages of any kind arising out of any use of, or any inability to use, the Technology, even if Northscaping has been advised of the possibility of such damages. Northscaping's cumulative liability, if any, to the Client, or any third party, for any and all damages related to these Terms and Conditions, the Technology, including, without limitation, negligence, any act or omission by Northscaping or Northscaping's representatives, or under any other theory of law or equity, will be limited to, and shall not exceed, the amount paid to Northscaping by the Client in the form of fees for the Technology for the period of this Agreement, but in no case to exceed one (1) year's fees.

6.3 Northscaping does not make or otherwise imply any warranty that the information, which includes, without limitation, all content, data, applications, images, photographs, materials, opinions and advice provided in conjunction with the Technology, is free of errors, omissions or inaccuracies, or that any defects found will necessarily be corrected. All such information is provided for the Client's business purposes only, and reliance on such information by the Client, and any of its clients or users, is at their own risk. Consumers of this information are advised to exercise their own best judgment when using or acting on any information or advice dispensed in conjunction with the use of the Technology.

6.4 The Client agrees that Northscaping may, on thirty (30) days prior written notice, upgrade, replace, modify, or change in any way, without limitation, any software, applications, programs, data, hardware, equipment, or portions or components thereof, used in the provision of the Technology. The Client understands, agrees, and acknowledges that certain changes to the Technology may affect the operation of the Client's personalized application. Northscaping makes no warranty of any kind, either express or implied, regarding the performance, condition, or existence of any of the Client's personalized applications and content. Therefore, the Client agrees that the Client is solely responsible for any of the Client's personalized settings, configuration data, applications and content, including, without limitation, the management and backup of all the Client's data.

7.0 TERMINATION

7.1 Northscaping reserves the right to terminate this Agreement for any reason whatsoever prior to its expiry by providing thirty (30) days written or electronic notice to the Client together with a refund of the annual charges for the balance of the remaining term and, if this Agreement is terminated during its first year by Northscaping, then Northscaping will refund all setup fees.

7.2 Subsequent to any breach of the Terms and Conditions by the Client, the Client's Account may be suspended or terminated at the sole discretion of Northscaping, with no prior notice required and without financial recourse to the Client. A reactivation fee or a full setup fee may be charged to reactivate the Account and bring the Account back into good standing, at Northscaping's sole discretion. Northscaping reserves the right to not renew a contract after its expiry without providing justification or cause.

7.3 The Client may terminate this Agreement for any reason whatsoever at any time during the term of the Agreement by providing written or electronic notice to Northscaping. Regardless of the circumstances, Northscaping will not refund any fees or payments in this event.

7.4 The Client agrees to cease using the Technology forthwith following termination of this Agreement. This includes but is not limited to the immediate removal of each and every use of any of the plant photographs owned by Northscaping Inc. and/or plant information from the NetPS Plant Database, from all of the Client's digital media outside of the Technology, including from e-Commerce applications or online stores, along with all physical uses of the photographs, including but not limited to print, advertisements, catalogs, plant labels and signage materials.

8.0 EXECUTION OF AGREEMENT AND DURATION

8.1 This Agreement shall remain in effect for a period of one (1) year from the date referred to in section 3.1 hereof. For the purposes of this Agreement, an Account is considered activated when payment in full as

invoiced by Northscaping has been received by Northscaping, the account configuration status flag has been set to "Active", and the Client has been notified in writing or electronically that the Account has been activated. Account activation is NOT contingent upon the status of technical implementation or readiness, or on the performance of the Technology subsequent to the account activation.

8.2 This Agreement may be renewed by the Client prior to the Account expiry date on receipt of full payment for the ensuing period of one (1) year within the stated terms of payment, without incurring additional setup fees. Delinquent Accounts may be reactivated for a $395.00 fee for a period of one (1) year from the date of Account expiry, following which time full setup fees shall once again apply.

9.0 TERMS OF PAYMENT

9.1 Payment in full as defined on the initial invoice to the Client by Northscaping is required to be received within thirty (30) days of the first of the month following either the date of initial activation of the Technology or the date of Notification of Completion provided electronically to the Client by Northscaping, whichever occurs first, except where a different invoice date has been agreed to in writing by Northscaping. Subsequent payment terms for changes and renewals shall be net thirty (30) days from date of invoice subject to approval of credit, unless agreed to in writing by Northscaping. Accounts for which payment has not been received by this date shall be considered delinquent, with applicable penalties and fees as per this Agreement.

10.0 SUCCESSORS AND ASSIGNS

10.1 The rights and liabilities of both the Client and Northscaping under the Terms and Conditions will bind and inure to the benefit of the parties' respective successors, executors, and administrators, as the case may be. However, the Client may not assign or delegate the Client's rights and obligations under any of the Client's business relationships, including, without limitation, any contract, agreement, or business arrangement, with Northscaping, either in whole or in part, without the prior written consent of Northscaping. Northscaping may assign its rights and obligations under the Terms and Conditions to any third party in connection with a merger, acquisition, sale of all of substantially all of Northscaping's assets, or any other corporate reorganization.

11.0 PRIVACY

11.1 Northscaping does not sell or distribute any information on the Client to any third party. Personal information relating to the Client is used solely in the performance of the Technology and management of the Client's Account. Northscaping reserves the right to use individually identifiable information to contact the Client in regards to their Account, their implementation of the Technology and/or any other services provided by Northscaping, for technical support, and to provide product updates.

11.2 All personal information collected by Northscaping is kept in secure areas restricted to authorized personnel only. Credit card information is not retained in any form by Northscaping.

12.0 CONDITIONS SUBJECT TO CHANGE

12.1 Upon thirty (30) days written or electronically posted notice to the Client, Northscaping may change or discontinue any provision of this Terms and Conditions agreement from time to time, including, without limitation, pricing and policies. Any such change or discontinuance of any provision will legally bind the Client from the time Northscaping provides notice of the change as stated above. Upon Northscaping having provided such notice, it is the Client's sole responsibility to ensure that the Client is up to date on the most current version of the Terms and Conditions agreement.

13.0 GOVERNING LAW

13.1 This Agreement shall be governed and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein and the parties agree to attorn to the jurisdiction of the Courts of Manitoba with respect to any dispute.

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