

TIPOUT SAAS AGREEMENT

Please read all the terms and conditions of this Agreement with Windsor Hospitality Inc. (“Windsor”) carefully. By clicking “I agree”, by using the Tipout service, by signing a copy of this Agreement, or by signing an order or other document referring to this Agreement, you (the “Customer”) agree to be bound by the terms and conditions of this Agreement, even if you have not read them. It is important to read this entire Agreement. In particular, it contains provisions that may limit your rights, such as the section entitled Limitations.

1. Services: Services (“Service(s)”) will be the setup and use of Tipout service as described on a schedule to this Agreement, or on a separate purchase order, statement of work, download page, or other document between the Customer and Windsor. Such schedule, purchase order, statement of work, or document is referred to herein as a “Schedule”. Tipout is an online service designed for restaurant and hospitality businesses to transfer tips received by servers and other personnel to staff using a staff approved formula. Customers include the business making the calculations and staff retrieving their tips. The Customer’s use of the Services is subject to the term, scope, use restrictions and limitations contained herein and described on the applicable Schedule(s). Additional Services may be added from time to time by the parties entering into additional Schedules that refer to this Agreement. Nothing in a Schedule may amend this Agreement unless the Schedule explicitly states that the Schedule is amending this Agreement and refers to the section being amended. Any specifications, work requests, statements of work, budgets or other documents that are signed by the parties or explicitly incorporated by reference within other signed documents from time to time form part of this Agreement and the applicable Schedule under which they are prepared.

2. Service Restrictions: The Customer will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, pledge, serve third parties, market or commercially exploit, in any way, except as provided in this Agreement the

Services or any component thereof; (b) use the Services to process data for other parties or for any purpose or function whatsoever other than for its own internal use; (c) use the Services except as authorized herein; (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear during use of any Services; (e) reverse engineer, decompile, disassemble or create derivative works from the Service or any software that is part of the Service; or (f) use the Services for activities that are illegal or unethical.

3. Fees: Customer will pay Windsor the one-time, per use, or monthly fees specified in the applicable Schedule. Customers who are staff receiving tips may use their Tipout app at no cost. All amounts are subject to the payment of all applicable taxes. Windsor may change any fees payable under this Agreement by giving at least 90 days written notice in advance, which will not commence prior to the end of any then current Term.

Recurring monthly fees are payable in advance. Other fees are payable in arrears within 30 days of the date of invoice.

Any payments, or any deposits paid for any Services, are not refundable absent default by Windsor.

Any payment not made when due will be subject to interest of two percent (2%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%). Failure by the Customer to pay the invoiced amount within 15 days of the date of invoice may result in immediate termination of services without notice.

4. Term: This Agreement will commence upon execution.

The initial term of the Services (the “Term”) will be as specified in the applicable Schedule, and if not specified will be monthly. The Term will automatically extend thereafter on a monthly basis. The Customer may terminate this Agreement at the end of the then current Term by giving at least 30 days prior notice. Windsor may terminate this Agreement at the end of the then current Term by giving at least 6 months prior notice.

TIPOUT SAAS AGREEMENT

5. Security: Logon ID's, passwords or other authentication are required to access the Services. It is the Customer's responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and not share them with others. The Customer is responsible for all activity carried on under its account.

In the event of any suspected unauthorized use of the Services, or any suspected breach of security, including loss, theft, or unauthorized disclosure of password information, the Customer will notify Windsor immediately. In the event of a breach of security, the Customer will remain liable for any unauthorized use of the online Services until it notifies Windsor of such breach.

6. Ownership: Windsor has no ownership interest in any Customer data that is housed on the Services. Upon termination of the Services, the Customer will have 30 days to obtain its Customer data, after which Windsor will delete it. Windsor may however retain anonymized and aggregate data, which Windsor may continue to use and disclose as defined in the Confidential Information section.

All tools, services, software, resources, material, creative works, data, and information supplied as part of the Services are the property of Windsor, or third parties. The Customer may use them as described herein, but (even if they have been created or altered at the Customer's request) does not otherwise acquire any rights to them and may not use or disclose them for any other purpose.

7. Updates: The online SaaS Services will be updated by Windsor from time to time at no additional cost to the extent it provides such updates to its customers generally, provided that the Services are not materially downgraded by doing so. Additional features may be made available from time to time for an additional cost.

8. Support: Windsor will provide support ("Support") for the Services by contacting support@tipout.ca.

9. Default: This Agreement is effective until terminated.

Windsor may terminate this Agreement or suspend the provision of Services, if not cured within 15 days following receipt of notice of default, upon the occurrence of any of the following events: (a) Customer fails to comply with any provision of this Agreement, uses the Services beyond the scope described herein, or fails to pay when due; (b) Customer attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of Windsor; or (c) Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by Customer of any act or proceeding for the winding up of its business.

10. Customer Responsibility: The Customer is responsible for all activity conducted using the Services.

11. Service Levels: Windsor will use commercially reasonable efforts to keep online Services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond Windsor's reasonable control.

If Windsor, in its sole discretion, deems the Customer to be adversely affecting online Service performance, then Windsor may suspend the online Services to the Customer until the problem is rectified.

12. Warranty: Windsor will use reasonable efforts to enforce any service level and warranty obligations of its suppliers.

Windsor does not warrant that the Services are error free, that it will operate without problems or without interruption, or that it will satisfy the Customer's expectations.

The Customer acknowledges that Windsor may provide Services using services and software provided by third parties. Notwithstanding anything else contained in this Agreement, Windsor's, and such third parties, warranties

TIPOUT SAAS AGREEMENT

and liabilities for any matters arising from such services and software will not exceed those provided to Windsor from such third parties.

13. Limitations: All promises made by Windsor are contained in this Agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply.

Tipout has been designed to be used within the context of the Canada Revenue Agency's February 2020 policy on direct vs. controlled tips. It is the Customer's responsibility to use Tipout in a manner that complies with that policy and other CRA and statutory requirements, including without limitation using an employee determined tip sharing method, and doing daily calculations and payouts. Windsor cannot guarantee that the CRA will continue to abide by that policy, or what the CRA might decide in any given situation.

The Customer cannot collect any damages from Windsor for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or exceed the amount paid by the Customer to Windsor hereunder for the services that the claim arises from for the 3 month period immediately preceding the date the cause of action arose.

Windsor relies on these limitations when entering this agreement and setting its fees. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose or been fundamentally breached.

14. Governing Law: This Agreement will be interpreted in accordance with and governed by the laws of the Province of Ontario, Canada, excluding conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby submit to the non-exclusive jurisdiction of the courts of Ontario, and the Federal Court of Canada. Any actions against Windsor must be commenced in the courts of Ontario or the Federal Court of Canada.

15. Confidential Information: Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information will not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed; and (e) any ideas, concepts, know-how, or techniques learned while providing the Services.

The parties will (i) not use Confidential Information for any purpose other than that contemplated by this Agreement; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of this Agreement or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential

TIPOUT SAAS AGREEMENT

Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations.

Notwithstanding the above, Windsor may use, share, and monetize anonymized and aggregate data (which will not identify the Customer or any individuals) for uses at its discretion.

16. Privacy: The parties will treat any personal information in the possession of the other party that they may have access to under this Agreement as required under applicable privacy legislation and each party's own privacy policy as it exists from time-to-time. Neither party will use or disclose such personal information in any way except pursuant to the other party's instructions or to the extent necessary to perform this Agreement. Windsor will use security measures adequate to the sensitivity of the personal information to protect personal information. If Windsor subcontracts any part of its obligations hereunder it will obtain contractual obligations similar to this section from the subcontractor. See our privacy policy for more detail.

17. Prior Agreement: This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations, or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated, and executed by the parties.

18. Survival: The provisions of this Agreement pertaining to Confidential Information, privacy, and non-solicitation will survive the termination of this Agreement. Other sections pertaining to rights and obligations which by their nature should survive termination are hereby confirmed to so survive.

19. Force Majeure: Windsor is not liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed will be extended by a reasonable time, provided that payments will not be delayed.

20. Notice: All required notices, or notices which may be provided in accordance with this Agreement, will be in writing and will be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail (provided that notices sent by e-mail are only effective if the recipient confirms receipt by reply email), if to Windsor to the address at the bottom hereof, and if to the Customer to the address set out on the applicable Schedule, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice delivered in the manner provided for herein will be deemed to have been received: when delivered or by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.

IN WITNESS WHEREOF this Agreement has been entered into by the parties hereto as of the _____ day of _____, 2024.

Windsor Hospitality Inc.

(Authorized Officer)

[Customer Name]

(Authorized Officer)