



A Service of Access Point Information Canada Ltd.

eStrataHub
E400 4000 Seymour Place
Victoria, BC, Canada V8X 5J8
eStrataHubAdmin@eStrataHub.com
1-877-953-8253
www.eStrataHub.com

Service Agreement

The parties to this Agreement are Access Point Information Canada Ltd. (also known as Access Point) and an organization or individual hereinafter referred to as the Property Manager which is using one or more of the Services available through eStrataHub.

Access Point and the Property Manager may be collectively referred to herein as the "**Parties**" and individually, as a "**Party**".

WHEREAS, Access Point has developed a product entitled eStrataHub which allows conveyance professionals electronic access to a centralized strata property database with an automated system to request, receive and pay for strata property related documents to be electronically provided by a combination of property managers and/or strata corporations through an internet portal or website (the "**Website**") as set forth on Schedule A attached hereto (the "**Service**").

WHEREAS, the Property Manager desires to participate in the provision of the Service and Access Point desires to have the Property Manager participate in the provision of the Service on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. **DEFINITIONS** - the following capitalized terms when used in this Agreement shall have the meaning set forth below, unless a different meaning is otherwise expressly stated elsewhere in this Agreement:
 - 1.1 "**Act**" means the Strata Property Act (British Columbia) and regulations hereunder, as it may be amended from time- to-time;
 - 1.2 "**Delivery Fee**" means the discretionary charge that Access Point adds to the total cost of an Order in order to allow the Users to use the Service;
 - 1.3 "**Document Fee**" means the fee that the Property Manager is permitted to charge users under the Act for copies and access to the Documents;
 - 1.4 "**Documents**" means those documents or forms, as referenced under the Act obtained or prepared by the Property Manager and delivered by Access Point as part of the Service, including but not limited to those set forth in Schedule A hereto;
 - 1.5 "**Order**" means the package of Documents that is requested by a User through the Service during a single transaction;

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- 1.6 "**Order Fee**" means the total amount the Property Manager charges per Order which equals the sum of the Document Fee and the Priority Fee;
- 1.7 "**Priority Fee**" means the fee in addition to the Document Fee that Property Managers charge customers for preparing Documents for delivery in less than 7 days;
- 1.8 "**Service**" means the eStrataHub services developed by Access Point as defined in Recital A;
- 1.9 "**Strata Properties**" means the strata properties for which Documents related thereto are available on through the Service;
- 1.10 "**Total Fee**" is the total charge to the user for an Order which equals the sum of the Order Fee plus the Delivery Fee;
- 1.11 "**User**" means the end user who accesses the Services through the Website;
- 1.12 "**Website**" means the website as defined in Recital A and indicated in Schedule A.

2. SERVICE AND SUPPORT OBLIGATIONS

- 2.1 Access Point shall provide Property Manager access to the Service during the Term of this Agreement solely for the purposes of reviewing, responding or completing a request from a User for an Order.
- 2.2 During the term of this Agreement, Property Manager may continue to sell and deliver Documents directly to third parties outside the Service, unless Property Manager induces or solicits such a User to purchase any Documents requested pursuant to an Order outside of the Website.
- 2.3 Property Manager shall be responsible for the following:
- a. maintaining an accurate list and legal description (including strata plan number) of the Strata Properties for which Property Manager is responsible to maintain, including, without limitation, adding, editing or deleting reference to such Strata Properties;
 - b. responding to all Orders from the Service for the Strata either (a) promptly upon email notification of an Order sent to the email address(es) designated by Property Manager and/or (b) frequently accessing the Services webpage to ensure that notifications emails are not delayed or not delivered;

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- c. providing all Documents to the best of Property Manager's knowledge requested pursuant to an Order;
 - d. maintaining an accurate list of the Priority Fees for the Documents available to the User; and
 - e. complying with the Act and other applicable laws and regulations relating to the Service (including those pertaining to privacy and personal information disclosure).

2.4 Property Manager represents that to the best of its knowledge:

- a. none of the Documents delivered to a User pursuant to an Order will contain any proprietary or confidential information which is subject to non-disclosure;
- b. none of the Documents delivered to a User pursuant to an Order will contain any material misstatement or non-disclosure or omission of information; and
- c. it has all power, right and authority to deliver the Documents under the Service.

2.5 Property Manager agrees to allow Access Point or its affiliates to promote the relationship established under this Agreement, including, the inclusion of the name of the Property Manager on the Website as a contributor to the Services.

3. PAYMENT TERMS

3.1 For any Orders completed through the Website, Access Point will:

- a. direct payment of the Order Fee to a Canadian financial institution with the information provided by the Property Manager, on a daily basis; and
- b. deliver to Property Manager a summary report that indicates the number of Orders, revenues, and any refunds, on the last day of every month in accordance with Section 10.3.

3.2 If Access Point intends to change the amount of the Delivery Fee, it will provide written notice to Property Manager in accordance with Section 10.3.



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3.3 If a User has, in Access Point's sole opinion, a legitimate reason for requesting a refund, upon notice of such request for a refund from a User, Access Point will (a) ensure a prompt refund or credit, as applicable, of the Total Amount to such User; and (b) deduct the amount of the requested refund from a future Order Fee which will be paid and reported in accordance with Section 3.1 . Neither Property Manager nor Access Point will receive any amount from the Total Amount of an Order which results in a refund or credit, as applicable to the User, unless only a Priority Fee refund is requested as a result of delay or nonperformance by Property Manager in delivering the Documents within 7 days, then only the Priority Fee will be deducted from the Order Fee.

4. RETENTION OF DOCUMENTS

4.1 Access Point or its affiliates shall retain a copy of the Documents delivered by Property Manager for an Order solely for record and file keeping purposes.

4.2 Access Point or its affiliates shall not alter or amend any Documents provided by Property Manager pursuant to an Order.

5. WARRANTIES AND INDEMNIFICATION

5.1 ACCESS POINT, ITS AFFILIATED COMPANIES AND THIRD PARTY LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND DATA ACCURACY. ALL SERVICES PROVIDED HEREIN ARE AND SHALL BE PROVIDED ON AN AS IS BASIS. NO WARRANTIES, GUARANTEES OR REPRESENTATIONS ARE MADE REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES AND ANY SERVICES IN TERMS OF THEIR ACCURACY, RELIABILITY OR OTHERWISE AND ANY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

5.2 Access Point or its affiliated companies shall not be responsible to Property Manager to verify the completeness, accuracy, or authenticity of the information on the Order or the representative capacity or authority of the User.



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5.3 Property Manager agrees to indemnify and save harmless Access Point against any or all third party losses, claims, demands, losses, damages, liabilities, costs, charges, and expenses that a third party may sustain, incur, suffer or be put to by reason of an act or omission of Property Manager, arising out of the delivery of Documents provided by Property to the User pursuant to an Order that is not caused directly as a result of Access Point's gross negligence or willful misconduct.

For greater clarity, "gross negligence" shall mean a substantially marked and flagrant departure from the standard of care normally applicable to the provision of such Services under the circumstances in which such Services are provided or (b) intended to inflict, or which is in reckless disregard of, or wanton indifference to harmful consequences which Access Point knew or should have known could result from such act provided however that "gross negligence" does not include mere ordinary negligence, any error of judgment or mistake made by Access Point, or director, officer, employee or agent of Access Point in good faith in connection with providing the Services for the purpose of this Agreement and is more than just neglect or ordinary case towards others or just inadvertence.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL THE LIABILITY, IF ANY, OF ACCESS POINT, ITS EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATED COMPANIES OR THIRD PARTY LICENSORS ("EXEMPTED PARTIES") FOR DAMAGES RELATING TO THE SERVICES RELATED TO OR ARISING OUT OF THIS AGREEMENT EXCEED THE ACTUAL AMOUNT THE USER PAID FOR THE SERVICES THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TRADE PRACTICES OR OTHERWISE. IN NO EVENT WILL THE EXEMPTED PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORSEEABLE, OF ANY KIND.

7. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

7.1 "**Confidential Information**" means any information identified or reasonably identifiable as confidential and proprietary information of Access Point concerning Access Point's technical, scientific and business interests not generally available to third parties consisting of but not limited to: (i) software (source and executable or object code), algorithms, computer processing systems, techniques, methodologies, formulae, processes, compilations of information, drawings, proposals, job notes, reports, records, and specifications, and related documentation in any media, including all modifications, enhancements, updates and derivatives; (ii) unique software and hardware configurations, design concepts and all materials developed therefrom; (iii) business plans, customer contacts, licenses, the prices Access Point obtains or has obtained for its software, products or services and any other materials or information relating to the business of Access Point or its goodwill, its subsidiaries, owners, affiliates and divisions or any of its customers; (iv) any confidential information in any media which is owned by a third party and provided to Access Point under a confidentiality agreement; (v) trade secrets which derive economic value, actual or potential, from not being generally known to other persons who might obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (vi) any other confidential information of Access Point which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law.

7.2 Property Manager shall keep confidential and shall not disclose, directly or indirectly, to anyone or use or otherwise appropriate Confidential Information except as required in the course of the Property Manager's Services under this Agreement. Any Confidential Information with respect to trade secrets as set out in Section 7.1 (v) and (vi) of this Agreement the Property Manager's obligation of confidence shall continue indefinitely. These obligations of Confidentiality will not apply if the Property Manager can clearly prove that Confidential Information: (i) is or has become readily available to the public in the same form, other than through a breach of this Agreement; (ii) was lawfully obtained in the same form by Property Manager from an independent third party without breach of this Agreement and which did not originate from Access Point; or (iii) was in the Property Manager's possession in the same form prior to Property Manager's disclosure of such information and did not originate from Access Point.

8. NON-COMPETITION AND NON-SOLICITATION

8.1 Property Manager agrees that during the Term and for a period of one (1) year thereafter (i) not as an individual proprietor, partner, shareholder, employee, joint venturer, consultant, or in any other capacity whatsoever, engage in a business activity that directly competes with the Service, except to the extent permitted under Section 2.2; or (ii) assist any other person or entity to hire or otherwise seek to induce employees of Access Point to terminate their employment, except where an individual responds directly to a general recruitment campaign.

8.2 Property Manager acknowledges and agrees that Section 8.1 extends worldwide as there can be no geographical limit to this covenant not to compete due to the nature of the business of Access Point and the technologies with which Access Point is involved.

9. TERMINATION

9.1 Either party may terminate this Agreement for convenience upon 30 days prior notice in accordance with Section 10.3.

10. MISCELLANEOUS

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- 10.1 **Excusable Delay.** A party hereto shall not be in default under this Agreement from any failure to perform hereunder if such failure arises from causes beyond the control of and without the fault or negligence of such party. Such causes shall include, but not be limited to: acts of God or of the public enemy, or of Government in either its sovereign or contractual capacity; fire; flood; labour dispute or strike; epidemic; quarantine restrictions; freight embargo; or unusually severe weather. Such party shall immediately give notice to the other, including all relevant information of its knowledge that any such actual or potential cause is delaying or threatens to delay the timely performance of this Agreement.
- 10.2 **Survival.** The provisions of Sections 2.4, 5, 6, 7, 8 and 10 of this Agreement shall survive termination of this Agreement for any reason.
- 10.3 **Notices.** All notices in connection with this Agreement shall be sufficiently served if given or made in writing by: post-paid registered mail (return receipt requested), personal delivery, facsimile, electronic transmission, courier, or similar form of communication if sent to the attention of the Parties to this Agreement.
- 10.4 **Waiver.** Waiver by Access Point of the strict performance of any term, condition, covenant, or agreement contained in this Agreement shall not of itself constitute a waiver of or abrogate such term, condition, covenant or agreement, nor be a waiver of any subsequent breach of same, or any other term, condition, covenant or agreement.
- 10.5 **Severability** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 10.6 **Governing Law.** This Agreement shall be governed by, subject to, interpreted and enforced in all respect in accordance with the laws of the Province of British Columbia, Canada and the parties shall submit to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 10.7 **Assignment.** Neither the Agreement nor any rights or obligations contained herein may be assigned, subcontracted or otherwise transferred in whole or in part by Property Manager without the prior written consent of Access Point.
- 10.8 **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal representatives, successors and permitted assigns.



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10.9 Entire Agreement. This Agreement supersedes all previous correspondence, promises, representations, proposals and all other agreements, written or oral, express or implied, between the parties relating to the matters contained herein and supersedes any policies of Property Manager relating to the electronic transmission of documents to third parties. No provision of this Agreement may be modified except by an amendment in writing signed by both Access Point and Property Manager. To the extent there is any conflict between the terms of the Website's terms and conditions imposed on the User and this Agreement, then the terms of such terms and conditions as related to the User shall prevail.

10.10 Counterparts. This Agreement may be executed by the parties by facsimile or electronic transmission in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

Schedule A

Website: www.bconline.gov.bc.ca

Services internal webpage: www.estratahub.com

Documents:

Form B - Information Certificate

Form F - Certificate of Payment

Financial Statements

Engineering Reports

Depreciation Reports

Bylaws

General Meeting Minutes

Strata Council Minutes

Other forms and documents requested by the User