

End User License Agreement

License

1. Under this End User License Agreement (the "Agreement"), MPP Software Solutions Inc. (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use Eligere (the "Software").
2. "Software" includes the executable computer programs and any related printed, electronic, and online documentation, as well as any other files that may accompany the product.
3. Title, copyright, intellectual property rights, and distribution rights of the Software remain the exclusive property of the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
4. The Software may be loaded onto no more than one computer. A single copy may be made for backup purposes only.
5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make the Software available for use by one or more third parties.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner, through current or future available technologies.
7. Our Terms and Conditions and Privacy Policy shall be deemed to be included in this End User License Agreement, and therefore, all Licensees are subject to our Terms and Conditions and Privacy Policy.
8. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

License Fee

9. The original purchase price paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

Limitation of Liability

10. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor shall not in any circumstances be liable for any general, special, incidental, or consequential damages, including but not limited to loss of production; loss of profits; loss of revenue; loss of data; or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
11. The Vendor makes no expressed or implied warranty regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
12. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws, and as such, acknowledges and accepts that use of the Software may at times be slowed or interrupted with little or no notice to the Licensee.

Warrants and Representations

13. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright, or applicable statute.

Acceptance

14. All terms, conditions, and obligations of this Agreement shall be deemed to be accepted by the Licensee ("Acceptance") upon registration of the Software with the Vendor and/or use of the Software.

User Support

15. No user support or maintenance is provided as part of this Agreement. Licensee expressly acknowledges and agrees that they will not receive any technical support or maintenance relating to the Software.

Term

16. The term of this Agreement shall begin upon Acceptance and shall continue for a period of one (1) year, based on a renewable annual subscription. If the Licensee does not renew their subscription, the Licensee must destroy all copies of the Software in their possession at the end of the term.

Termination

17. This Agreement shall be terminated and the License forfeited if and when (a) the Licensee fails to renew their annual subscription; (b) the Licensee cancels their subscription; (c) the Licensee fails to comply with any of the terms of this Agreement; and/or (d) the Licensee is in breach of this Agreement. Upon termination of this Agreement the Licensee must promptly destroy the Software or return the Software to the Vendor.

Force Majeure

18. The Vendor shall be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to any *Force Majeure*, including but not limited to an earthquake, typhoon, hurricane, flood, fire, war, civil protest, riot, or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Additional Clauses

19. It is the responsibility of the Owner to ensure accuracy of their Property Listing and to disclose any limitations, safety issues, or other information which may impact their Guests' safety or enjoyment of the Property. MPP Software Solutions Inc. does not validate, verify, or guarantee the accuracy of Property Listing information, nor the quality or safety of Properties posted by our Users.
20. It is the Owner's responsibility to set and collect any fees for their rentals and ensure that these fees include any necessary tourism levies, condo fees, or other property- or region-specific charges that must be paid on recreational property rentals. Income and tax reporting remains the sole responsibility of the Owner. MPP Software Solutions Inc. is a luxury asset sharing site, not a property booking site, and therefore MPP Software Solutions Inc. waives any responsibility for ensuring the accuracy of fees or collection of third party payables as part of the fee payment process.
21. MPP Software Solutions Inc. does not provide any insurance for Properties or Bookings made through our platform. It is the Owner's sole responsibility to clearly stipulate in their Listing if any renter/tenant's insurance is required in order for Guests to Booking their Property. It is also the Owner's sole responsibility to verify any such insurance is valid and in place before any Guest arrives.
22. It is the Guest's sole responsibility to ensure sufficient insurance is in place to cover any damage to the property during their booking.
23. It is the Guest's sole responsibility to report to the Owner and pay for any damage or loss to property incurred during the Rental Period, regardless of the cause of any such damage or loss. This includes but is not limited to damage to the Property's chattels and fixtures; furniture; artwork; décor; household appliances; and personal items such as bedding, linens, towels, dishes, glassware, and other kitchen supplies. This also includes any water damage caused by overflowing sinks, toilets, showers, bath tubs, windows, and doors; any soiling/staining of carpets; and any scratches, scuffs,

dents, or other damage to any item or surface on the Property.

24. It is the Owner's sole and explicit responsibility to invite only Guests who the Owner warrants that they personally know and trust. MPP Software Solutions Inc. does not provide a client matching service, and therefore it is the Owner's sole responsibility to ensure all Guests are known, trusted individuals.
25. It is the Owner's responsibility to ensure all Guests are made aware of all applicable local laws, bylaws, legislation, and, where applicable, HOA rules, condo bylaws, and any other limitations regarding their ability to freely enjoy the Property during their Booking. It is the Owner's responsibility to pay any fees, fines, or penalties assessed to them or their Property as a result of their Guest's failure to adhere to binding rules, regulations, bylaws, and/or legislation. Owners may privately seek and recover the costs of these damages from the Guest, but MPP Software Solutions Inc. will not facilitate any portion of the fine payment or collection process for or on behalf of either Party.
26. Guests must comply with all local laws, bylaws, legislation, and, where applicable, HOA rules, condo bylaws, and any other limitations regarding their ability to freely enjoy the Property during their Booking.
27. Guests must reimburse Owners for any fees, fines, or penalties assessed to the Owner or the Owner's Property as a result of the Guest's failure to adhere to binding rules, regulations, bylaws, and/or legislation.
28. All Owners and Guests hereby agree to indemnify and shall forever hold harmless MPP Software Solutions Inc., along with its agents and affiliates, from any damage(s) or liability resulting from any Guest or Owner's use of the Software and/or sharing and/or renting a Property through the Eligere platform, including but not limited to damage, destruction, or loss of an Owner's or Guest's real and/or personal Property; failure of a Guest to complete their Booking and/or submit payment; and/or personal injury or death resulting, whether directly or indirectly, from the use or enjoyment of a Property that was made available on the Eligere platform. All Owners and Guests explicitly acknowledge that their use of the Eligere platform and/or Properties listed on the platform is done "at your own risk" and MPP Software Solutions Inc. is not responsible for any loss, theft, damage, destruction, injury, death, any other consequence resulting from their use of the Eligere platform and/or Properties listed on the platform.

Governing Law

29. The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Alberta for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement shall be enforced or construed according to the laws of the Province of Alberta.

Miscellaneous

30. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
31. This Agreement does not create or imply any relationship in agency or partnership between the

Vendor and the Licensee.

32. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.
33. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the Parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.
34. This Agreement contains the entire agreement between the Parties. All understandings have been included in this Agreement. Representations which may have been made by any Party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the Parties.
35. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

36. All notices to the Vendor under this Agreement are to be provided at the following address: MPP Software Solutions Inc.: 303-410 7th Street South, Lethbridge, AB, T1J 2G6.