

Licensing, Service + Support Plan Agreement



Company Name:
(the "Subscriber") _____

Building Name: _____

Billing Name: _____

Billing Address: _____

City: _____ Province: _____ Postal Code: _____

Contact Name: _____

Phone: _____

Email: _____

Internet Connection:

of Modems: _____

Fees:

Plan Level:

Monthly Service Fee: \$

Monthly Modem Fee (if any): \$

Total Per Directory: \$

Number of Directories (screens): _____

TOTAL MONTHLY FEES: \$

Billed Quarterly at: \$

Plan Term:

Term Period:

Start Date (YYYY/MM/DD): _____

End Date (YYYY/MM/DD): _____



Licensing, Service + Support Plans



	Gold Full Service	Silver Self Service with Support	Bronze Self Service with Chargeable Support
Price Per Screen, Per Month ¹	\$300	\$175	\$100
Annual Software License	✓	✓	✓
Remote Monitoring	✓	✓	✓
CMS Access for Updates by Client	✓	✓	✓
CMS Updates by youRhere	✓	✓	
Basic Directory Usage Statistics	✓	✓	✓
Custom Design Work	30% Annual Fee Free ²	20% Annual Fee Free ²	
Additional Design Work	\$75/hr	\$100/hr	\$125/hr
Data Integration + Additional Project Work	\$100/hr	\$125/hr	\$150/hr
Remote Support Phone or Email	✓	✓	
Touchscreen Warranty New Equipment Only	5 Years	3 Years	3 Years
Computer Warranty New Equipment Only	3 Years	3 Years	3 Years
Onsite Support (Site Visit) During Initial Warranty Period	✓	✓	\$150/hr ³
Onsite Support (Site Visit) After Initial Warranty Period	\$100/hr ³	\$125/hr ³	\$150/hr ³
Target Time to Initial Service Request	Within 1 Hour ⁴	Within 2 Hours ⁴	Within 24 Hours ⁴
Target Onsite Dispatch Time	Within 24 Hours ⁴	Within 48 Hours ⁴	Within 72 Hours ⁴
Target Resolve Hardware Failure Time	Within 48 Hours ⁴	Within 72 Hours ⁴	Within 1 Week ⁴

¹ Before any multi-screen or National Pricing discounts

² per site, not per screen and yearly but non-cumulative - i.e. may not be accrued or carried forward to the next year.

³ billed in 30 min. increments, travel time included. 2 hour minimum.

⁴ evenings, weekends and statutory holidays excluded.



Terms + Conditions

- Service Term.** The Plan commences on the Effective Date and shall be in effect for the period of time specified (the “Term”). The Plan will be automatically renewed for successive periods of 12 months each at the prevailing rate, subject to the right of either party to terminate the Plan at the end of the original Term or any renewal Term by providing written notice at least thirty days prior to the end of the Term. youRhere may terminate this Agreement upon thirty (30) days’ notice for Subscriber’s failure to remit timely payments as set forth below.
- Performance of Service.** Service will be performed on best effort basis during normal business hours with consideration for the Subscriber’s needs. Unless stated otherwise, all service work is priced on the basis of free access to a secure site with existing supplies of electric power, internet connection, lighting, ventilation, washrooms, adequate parking for all delivery vehicles and loading and off-loading arrangements. The price quoted does not include allowances for special lift cranes, pedestrian protection, security, traffic control, or the use of union labour.
- Insurance.** youRhere shall carry commercial general liability insurance providing a limit of liability of not less than \$5,000,000.00, and additional insurance as it deems necessary, for the performance of the services.
- Fees.** youRhere invoices for its Plans quarterly in advance. The Subscriber agrees to pay the Fee payable, plus any applicable taxes (HST, GST and/or PST) within 30 days after receipt of an invoice from youRhere, Interest at the rate of 2% per month will be charged on amounts overdue 60 days. Software license may be cancelled on amounts overdue 90 days. In such cases, a reactivation fee of \$250 per directory plus the cost of a site visit, if necessary, will be applicable for reinstatement of the software license. If the Term commences on a day other than on the first day of a calendar month or ends on a day other than the last day of a calendar month, then the Fee shall be prorated for that part of the calendar month within the Term.
- Termination or Transfer on change of ownership of the property.** The Subscriber shall have the right to terminate this Agreement by giving to youRhere written notice of at least 30 days prior to of a change of ownership of the building. Alternatively, with the written agreement of youRhere and the new owner of the property, the Agreement may be transferred to the new owner. In the event of such termination or transfer, the Subscriber is still liable for the payment of the Fees up to the date of such termination or transfer. Should written notice not be given as prescribed above the Agreement shall continue in full force and effect for its remaining term.
- Intellectual Property.** The Subscriber expressly acknowledges that the interactive directory software provided in connection with the services (the “Software”) is provided under licence, and does not constitute a transfer by youRhere of intellectual property rights including but not limited to the software, patents, or source code therein contained. The Software and all written materials, deliverables and other works that are made, created, authored, reduced to practice and/or written by or for youRhere during the term of this agreement (the “Intellectual Property”), shall remain the sole property of youRhere. youRhere shall own all rights, title and interest, including, without limitation, all copyrights, patents, patent applications, trademarks, trade secrets, database rights, industrial designs, statistics collected, and any other industrial or intellectual property rights relating thereto, in the Intellectual property and in all ideas, inventions, discoveries, technologies, improvements, developments, plans, drawings, designs, methodologies, architectures, processes and research relating thereto.
- Collection of Statistics.** In order to track system usage and performance, youRhere may collect usage information which will be shared with the Subscriber. Any data collected and/or presented shall be anonymized in compliance with the Canadian Privacy Act.



8. **Dispatch.** youRhere monitors the equipment for proper operation. It may, at its own discretion connect to the unit, and/or commence service procedures without notification to the Subscriber. If requested by youRhere, the Subscriber agrees to verify the condition of the screen (i.e. functioning properly, non-responsive, black, etc.) and to perform a simple power on/off reboot of the directory to determine if such action restores proper function, prior to dispatch. If the Subscriber notices performance problems with the directory, Subscriber must notify youRhere Customer Support by telephone or email for verification of the problem(s) and to arrange for remote diagnosis and service and/or on-site dispatch.
9. **Hardware Service and Support.** In the majority of cases during the warranty period, youRhere will repair or replace non-performing components with identical new components. However, on occasion, youRhere may, at its sole discretion, furnish alternate components that are functionally equivalent. In case of a hardware malfunction, on-site time and labour are covered by the Plan unless otherwise noted. Replacement parts will be billed to the Subscriber at cost, including cost of shipping and handling. All parts which are removed from the equipment and replaced shall become the property of youRhere.
10. **Network and Power.** The Subscriber is responsible for providing adequate electrical power and internet connectivity to each directory location. Charges for electricity and internet services are the sole responsibility of the Subscriber, as is the repair of either power or internet related issues. In the event that on onsite visit is required to address a problem with power or internet services to the directories or an issue (such as content update) which could have been addressed remotely but for the absence of electrical power or internet connectivity, service call fees will apply and be charged at the rate of \$150 per hour, minimum two hours, travel time included.
11. **Deliberate and Physical Damage.** Deliberate damage resulting from acts of vandalism, theft, and other similar acts are not covered by this Agreement. Determination of the source of defect shall be at the sole discretion of youRhere. Physical (incidental or deliberate) damage to the units is not covered by this Agreement.
12. **Unauthorized Repair.** The Subscriber hereby agrees that no unauthorized repairs or attempted repairs of the equipment shall be made by the Subscriber's employees, agents, or by third parties. In the event that such unauthorized repair or attempt to repair results in service being performed by youRhere or its representatives which would not have been required in the absence of such unauthorized repair or attempted repair, youRhere shall charge the Subscriber for such additional required service at the prevailing onsite support rates, and the Subscriber hereby agrees to pay such additional service charges.
13. **Promotion.** youRhere and its agents shall have the right to create, possess and use images used to complete the work, before and after images and photographs of the completed project for their own promotional purposes. youRhere's name and/or logo will be displayed in lower right corner of all installations.
14. **Non-Performance.** youRhere shall not be liable for failure to perform its obligations hereunder, and such failure to perform shall not constitute a breach of this Agreement, when repair of the equipment is required as a result of accident, misuse, abuse, electric current fluctuations, lack of internet connectivity, use of supplies or accessories that do not meet youRhere's standards, fire, flood, or other adverse conditions damaging the equipment at Subscriber's premises. Additionally, youRhere shall not be liable for delays or failure to perform under this Agreement for causes beyond its reasonable control for the period of time that such causes are enduring.
15. **Liability for Non-Performance.** Should the Subscriber demonstrate that youRhere has not performed its obligations under the Plan selected, youRhere shall credit one month's Fees to the Subscriber for the period when the breach has occurred. youRhere's maximum liability under this agreement is limited to the amount of the one year of annual fees.
16. **Language.** The parties hereto have required that this Agreement be drawn in the English language only. Les parties présentes ont exigé que la présente entente soit rédigée en langue anglaise seulement.
17. **Entire Agreement, Applicable Law.** This document constitutes the entire Agreement between youRhere and the Subscriber. This Agreement may only be modified or amended upon written arrangement by both parties, executed by duly authorized officers or agents thereof. The terms and conditions of the Agreement are controlling and supersede any inconsistent or different terms contained in any Subscriber purchase order and are governed by laws of Alberta.



Approval



This Interactive Directory Licensing, Service + Support Agreement, which includes a licence to use youRhere’s proprietary software and content management system (the “Agreement”) is entered into between youRhere Inc. and the Subscriber for the duration of the Term Period commencing on the Effective Date.

youRhere Inc. hereby agrees to provide interactive directory service and support to the Subscriber at the service level selected by the Subscriber in consideration for the payment of the monthly fees, as specified above, pursuant to the attached terms and conditions, which form an integral part of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be duly executed by their proper authorized officers as of the Effective Date.

youRhere Inc.

Signature:

Name:

Title:

Date:

Subscriber

Signature:

Name:

Title:

Date:

