

**ConnectsUs HR™ for Consultants
STANDARD LICENSE AGREEMENT**

("LICENSE AGREEMENT")

IMPORTANT: PLEASE READ THIS AGREEMENT. BY PURCHASING A SUBSCRIPTION AND/OR OBTAINING THE PRODUCTS YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT.

Agreement. This legal document is an agreement between you, the Account Holder ("**Customer**" or "**You**") and **ConnectsUs Intranet Inc.**, having an office at #210 – 1737 West 3rd Avenue, Vancouver, B.C. Canada, V6J 1K7, ("**ConnectsUs**") ConnectsUs.

This agreement sets out the terms of your use of **ConnectsUs HR™ for Consultants**, a subscription that requires a non-refundable one-year membership to a restricted Resource Center and includes a collection of pre-populated documents delivered by electronic download, HR kits, and implementation tools for creating, delivering, and maintaining HR processes, policies, manuals, handbooks, procedures or intranet content ("**Product** or **Products**"). The terms "Product or Products" also includes any documentation and upgrades, modified versions or updates you later install.

In consideration of the license of the Products as described in this License Agreement, the parties agree as follows.

1. **HR Consultant.** You warrant that you are an HR Consultant defined as follows:
 - 1.1 A sole and independent contractor or consulting practitioner providing any type of HR Services. You may or may not be affiliated with a consulting firm or practice.
 - 1.2 An individual affiliated with an umbrella HR consulting Firm or practice where you are a sole practitioner with an arm's length relationship to the Firm, an independent email address, and the ConnectsUs license is registered to you, the individual, and not the Consulting Firm.
 - 1.3 Your agreement for services defines you as an independent contractor or vendor.
 - 1.4 Your services are not part of an employee/employer relationship.
 - 1.5 You provide services to more than one legal entity or client.
 - 1.6 Your paid or unpaid services or volunteer work includes providing HR services to clients including:
 - 1.6.1 HR policy development
 - 1.6.2 Employee surveys
 - 1.6.3 Management consulting
 - 1.6.4 HR consulting
 - 1.6.5 HR advising
 - 1.6.6 Coaching
2. **Competitors.** ConnectsUs does not accept the following types of competitors as Product account holders. Competitors are strictly prohibited from purchasing a membership subscription, accessing or using the restricted areas of the website including the ConnectsUs

Resource Center, ConnectsUs HR Kits, ConnectsUs documents and templates, without expressed permission in writing by the CEO of ConnectsUs.

- 2.1 You warrant that you are not an organization that provides any type of HR-related services (an organization is defined as any entity that is not a sole practitioner, and/or employs more than one employee or Independent Consultants with a non-arm's length relationship to the organization, or has an affiliation to organizations relating to HR, whether for profit or non-profit), including but not limited to:
 - 2.1.1 Consulting Providers including management, organizational development or HR consulting;
 - 2.1.2 HR associations;
 - 2.1.3 HR service providers;
 - 2.1.4 HR educational or training institutions;
 - 2.1.5 HR advisors
- 2.2 You warrant that you are not an **entity** that creates, provides, sells, re-sells, or makes available for free, HR-related goods or products including but not limited to:
 - 2.2.1 Any type of print or electronic HR documents including HR templates, HR guides, HR spreadsheets, HR policy development, HR procedures, HR processes, HR systems;
 - 2.2.2 Free or paid online subscription that provides HR-related content;
 - 2.2.3 Cloud based HR-related solutions;
 - 2.2.4 HR resources;
 - 2.2.5 Online HR learning and training;
 - 2.2.6 HR memberships;
 - 2.2.7 HR tools;
 - 2.2.8 HR articles;
 - 2.2.9 HR updates;
 - 2.2.10 HR blog
 - 2.2.11 and all other entities that offer any of the same or similar products and services as ConnectsUs.

****An entity** is defined as:

- Any type of individual
- HR service provider
- Consultant
- Registered business
- Association

- Partnership
- Not-for-profit
- Social profit
- Public sector entity

("Entity")

3. Product Terms of Use.

- 3.1 ConnectsUs grants you, a non-exclusive license which permits you to use the Products as described in SECTIONS (3), (4) and (5) of this Agreement.
- 3.2 The materials contained on ConnectsUs HR™ website and Resource Center are unique and copyrighted. Products are licensed, not sold. ConnectsUs, and not you, owns the Products, which are protected by United States, Canadian and international copyright laws.
- 3.3 The License Agreement gives you no intellectual property rights to the Products.
- 3.4 You can only use the downloaded HR documents and templates and file folders ("**Downloaded Materials**"), or Downloaded Materials derivatives for up to 5 new clients per annual subscription period providing:
 - 3.4.1 You have an active Product subscription; and
 - 3.4.2 You provide a minimum of 40 hours of accompanying HR services directly related to the subject matter represented by the **Downloaded Materials** you intend to make available to your clients.
 - 3.4.2.1 For example and clarification purposes, you are prohibited from selling services and Downloaded Materials related to the topic of Performance Reviews, and then charge extra to include Downloaded Materials related to Recruiting & Hiring, if you're not providing services relating to Recruiting & Hiring. If you are not selling services to accompany the Downloaded Materials, ConnectsUs interprets that as re-selling the Product as your own.
 - 3.4.2.2 Your contract agreement with clients includes a clause that prevents your clients from creating their own products for resale or copying your work for use other than for their employees.

4. What You Are Permitted To Do with the Product

- 4.1 Use the downloaded HR documents and templates and file folders ("**Downloaded Materials**") directly for your clients; specifically,
- 4.2 You can print, copy, and PDF documents and make as many copies of the downloaded HR documents and templates and file folders ("**Downloaded Materials**") contained in the purchased Product.

- 4.3 The Downloaded Materials are intended to be a flexible resource of HR materials for your own customized use. You may modify the Downloaded Materials at your own discretion including but not limited to branding with the purchased item with your company name, logo, styles and formatting.
- 4.4 Use Downloaded Materials to create your re-usable HR toolkit.
- 4.5 Re-use content from your HR toolkit for clients.
- 4.6 Market and provide a bundled HR consulting offering that includes a combination of your HR consulting services and some or all of the Downloaded Materials or your re-usable toolkit.
- 4.7 You can remove reference to ConnectsUs HR™ in the Downloaded Materials and you don't have to disclose to your clients that you're using ConnectsUs.
- 4.8 You don't have to disclose your clients to ConnectsUs, but must maintain a record of all clients for which ConnectsUs was used.
- 4.9 You don't need to renew a license for any clients who received the benefits of ConnectsUs or derivative documents in a previous subscription year.
- 4.10 Premium Subscribers have access to examples and best practices outlined in HR Kits that are not related to Downloaded Materials, such as *Creating Career Pages on your website*. You may use these examples and best practices to enhance your clients' HR operations.

5. What You Are Not Permitted To Do with the Product

- 5.1 You cannot purchase ConnectsUs HR™ for Small Business. You can only buy ConnectsUs HR™ for Consultants.
- 5.2 You may not use the Products to create new products whether or not those products compete with the ConnectsUs Products, including but not limited to any products that incorporate any portions of the Products.
- 5.3 Use any part of ConnectsUs to create your own products and resell them as your own.
- 5.4 You may not reverse engineer, decompile, disassemble, or commercially distribute, sublicense, resell or transfer the Products other than as specifically permitted under this License Agreement.
- 5.5 None of the materials in the Resource Center ("Resource Center Materials") may be copied or reproduced, with the exception of examples and best practices created specifically for implementation for your clients as outlined in SECTION (4.10) of this Agreement.
- 5.6 Use any component of Products for your clients without providing a minimum of 40 hours of services.
- 5.7 Publicly or generally market yourself as selling a stand-alone proprietary or branded HR toolkit, ready-made HR templates, HR forms, HR documents, HR guides, or manager resources - without providing services to accompany those resources.
- 5.8 Cancel your annual subscription before it expires.

- 5.9 Use any component originating from the ConnectsUs Resource Center with new clients after your subscription has expired. You must renew your subscription annually to maintain your license to use ConnectsUs products with new clients.
- 5.10 Give your clients or anyone other than yourself access to the ConnectsUs Resource Center. It can only be accessed by you – the HR Consultant License holder.
6. **Renewal.** Prior to the end of the one year subscription period, ConnectsUs will contact you to inquire if you would like to renew your membership. ConnectsUs does not auto-renew any of its memberships.
7. **Copyright** © 2006-2016 ConnectsUs Internet Inc. All rights reserved. The contents of the Products, the Services and any other material provided by ConnectsUs are owned by and copyrighted by ConnectsUs and its suppliers and may contain trademarks of ConnectsUs or others.
8. **Logins and passwords.** Your access to the Products and Services requires login ID's and a password. Upon membership, you will create a unique login ID and password which will allow access. It is your responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and keep login ID's and passwords confidential. You are responsible for any activity that occurs under your login ID. You will report to ConnectsUs immediately if you discover any compromise of your passwords or suspected unauthorized use of the site using your identity.
9. **Support.** Support relating to creating documents and assembling kits is available during business hours as identified on the ConnectsUs website, excluding B.C. statutory holidays, as follows:
 - 9.1 **STARTER** subscription: Get **basic email support** within 24 about functionality available with this subscription. Help for customizing or formatting documents is not available.
 - 9.2 **PLUS** subscription: Get **standard email support within 6 hours** including help for formatting or customizing documents.
 - 9.3 **PREMIUM** subscription: Get **accelerated email support within 3 hours** including help for formatting and customizing documents and assembling HR kits.
 - 9.4 Support does not include the following:
 - 9.4.1 HR advice
 - 9.4.2 Legal advice
 - 9.4.3 Troubleshooting or configuring third party applications or integrating same with the Products.
10. **ConnectsUs Consultation.** More complex consultations and professional services ("Services") may be purchased in one-hour blocks on the ConnectsUs website store.
11. **Warranty.** ConnectsUs warrants to you that all Support and Services shall be performed in full conformity with industry standards. In the event of non-performance and/or failure of ConnectsUs to perform the Support and Services in accordance with the Agreement, ConnectsUs shall, at no cost to Customer, re-perform or perform the Support and Services so that the Support and Services conform to the warranties. Otherwise, Customer's money will be

returned. The warranty for the Support and Services is expressly limited to the value of the Support and Services, which the Customer agreed to purchase.

12. **Payment.** ConnectsUs will either charge your credit card for the Products' license fees or invoice you for the Products' license fees or Services, whichever is applicable. All ConnectsUs invoices are payable upon receipt. Any amounts outstanding after 15 days bear interest at a rate of 1.5% per month (18% per annum). The Customer bears all taxes in relation to the Products, Support or Services.
13. **YOU ACKNOWLEDGE THAT, BY PROVIDING THE PRODUCTS, SUPPORT AND SERVICES, CONNECTSUS IS NOT PROVIDING LEGAL, HR, ACCOUNTING OR HR CONSULTING ADVICE TO YOU AND IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE THE LEGALITY OF CONTENT DERIVED OR GENERATED BY USING THE PRODUCTS. OTHER THAN THE WARRANTIES EXPLICITLY SET OUT IN SECTION (9) ABOVE, THE PRODUCTS, SUPPORT AND SERVICES ARE SUPPLIED WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND INCLUDING THOSE REGARDING NONINFRINGEMENT OF THIRD PARTY RIGHTS, DURABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IF LEGAL, HR OR ACCOUNTING, BUSINESS OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.**
14. **LIABILITY OF CONNECTSUS FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT, TORT OR OTHERWISE) INCURRED IN CONNECTION WITH THIS LICENSE AGREEMENT, THE USE OF THE PRODUCTS, SUPPORT OR SERVICES PROVIDED BY CONNECTSUS SHALL BE LIMITED TO THE LICENSE FEE OR THE COST OF THE SUPPORT AND SERVICES PROVIDED.**
15. **IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS.**
16. **Termination.** The license is effective until terminated. You may terminate it at any time by destroying the Products together with all copies, modifications, and merged portions in any form. It will also terminate if you fail to comply with any term or condition of this License Agreement. You agree upon such termination to destroy the Products together with all copies, modifications, and merged portions in any form.
17. **Whole Agreement.** Except as described below, this License Agreement is the only agreement between You and ConnectsUs pertaining to the use of the Products or the Support and Services. Certain provisions of the ConnectsUs website specifically referenced in this License Agreement are deemed to be part of this License Agreement. Where there is a conflict between such website provisions and this License Agreement, this License Agreement prevails to the extent necessary to resolve any inconsistency.
18. **Governing Law.** This Agreement is governed by and subject to the exclusive jurisdiction of the laws of the Province of British Columbia, Canada.
19. **Force Majeure.** Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, may be postponed to the extent that any party is prevented from meeting them by causes beyond its reasonable control.

20. **Non-Assignable.** This License Agreement is not assignable by You, and any attempted or alleged assignment by You is void. You should note that providing or transferring a copy of the Products to another party for monetary payment and without, without first paying for such Product is violating the terms of this License Agreement. Transferring a copy of the Products to another party is a violation of the terms of this License Agreement.
21. **No Agency.** The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture, agency or partnership and neither party has the right to bind or act for the other as agent or in any other capacity.