

End User Licence Agreement

Licence

1. Under this End User Licence Agreement (the "Agreement"), Restarone Solutions Inc. (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable licence (the "Licence") to use Bishop (the "Software").
2. "Software" includes the executable computer programs, websites and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a licence for use only and is not in any way a transfer of ownership rights to the Software.
4. 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 available the Software for use by one or more third parties.
5. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
6. Failure to comply with any of the terms under the Licence section will be considered a material breach of this Agreement.

Fees

7. Subscription to the Bishop software is billed monthly and upon the purchase of a subscription, you will be immediately billed for the first month and each month thereafter during the period of your subscription.

8. If you wish to cancel or downgrade your subscription to the Bishop software in the middle of the billing cycle of the month, you will not be refunded for the rest of the month or given credit for the remainder. If you downgrade from one plan to another, your new subscription shall commence immediately.

Limitation of Liability

9. 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 will not 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.

10. The Vendor makes no warranty expressed or implied 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.

11. 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 within an acceptable level as determined in the industry

12. Please be advised that Restarone Solutions shall make every effort to maintain Bishop's uptime and availability at its optimum; however, technical difficulties may force a breakdown without

prior warning and such an event is beyond the control of Restarone Solutions.

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 licence 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 will be deemed to be accepted by the Licensee ("Acceptance") on registration of the Software with the Vendor.

User Support

15. The Licensee will be entitled to user support for the duration of the Contract. Email support is available 24 hours per day 7 days per week, at no additional cost.

16. The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for the duration of the Contract from the date of Acceptance.

Term

17. The term of this Agreement will begin on Acceptance and is perpetual.

Termination

18. This Agreement will be terminated and the Licence forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly discontinue the use of the software.

Force Majeure

19. The Vendor will 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 Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Additional Clauses

20. The Vendor shall not be held responsible for any unauthorized use of the software by the end-user.

21. Any information provided by the end-user to the Vendor for the purpose of purchase and the use of the software, shall be confidential unless disclosure is required by law.

Governing Law

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

Miscellaneous

23. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.

24. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

25. 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. Words in the masculine gender include the feminine gender and

vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

26. 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.

27. 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.

28. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

29. All notices to the Vendor under this Agreement are to be provided at the following address: Restarone Solutions Inc.: 518 Bellamy Road North Toronto M1H 1G3 ON