



Hunterwood Online Terms and Conditions September 15, 2015

1. Hunterwood Technologies Ltd. ("**Hunterwood**") is in the business of designing, manufacturing and servicing equipment. As part of Hunterwood's ongoing efforts to better serve its customers, Hunterwood has developed a data reporting system for its forage compaction facilities called Hunterwood Online. Hunterwood Online enables Hunterwood to obtain production data from a customer's forage compactor via the internet, which data can: (i) assist Hunterwood in the maintenance of such forage compactor; and/or (ii) be provided, either during the warranty period or thereafter at a fee, for the customer's use. Hunterwood Online is an integral part of Hunterwood's new forage compactors and, without Hunterwood Online, a customer may experience considerably higher maintenance and service costs (as many issues may be addressed by Hunterwood remotely by virtue of Hunterwood Online).

2. **Interpretation.** For the purpose of these Terms and Conditions: i) "**Connection**" means the connection between the Equipment and the internet, to be comprised of a high-speed, ADSL, Coax cable or similar data connection; ii) "**Customer**" means the person who owns Equipment and who has connected such Equipment to the internet, regardless of whether the such person has procured access to the Services; iii) "**Customer Representative**" means the individual that has procured the Services on behalf of the Customer or, in the absence of such Services, obtained the Equipment on behalf of the Customer; iv) "**Data**" means the Downtime Data and the Production Data; v) "**Downtime Data**" means information obtained by Hunterwood from the Equipment pursuant to the Connection relating to errors or occurrences that reduced and/or stopped the productivity of the Equipment; vi) "**Equipment**" means the Hunterwood-manufactured forage compactor owned by the Customer; vii) "**Facility**" means the Customer's facility in which the Equipment is located; viii) "**Operator**" means a representative of the Customer authorized to operate the Equipment and identified to Hunterwood as having such authorization; ix) "**Price**" means the then current fee for the Services, as determined by Hunterwood from time to time; x) "**Production Data**" means information obtained by Hunterwood from the Equipment pursuant to the Connection relating to the productivity level of the Equipment including, but not limited to, the Operator for a given period of production, the number of bales produced during a particular period of time and the total output of the Equipment for a particular period of time; xi) "**Services**" means the granting by Hunterwood to the Customer to the Production Data and Downtime Data for the Customer's Equipment; xii) "**Terms and Conditions**" means these terms and conditions in respect of Hunterwood Online.

3. **Customer Acknowledgment.** By purchasing Equipment that is Hunterwood Online ready and/or by subscribing for the Services, the Customer expressly agrees to be bound by these Terms and Conditions.

4. **Pricing.** Where the Services are provided to the Customer as part of a paid subscription, Hunterwood shall issue invoices for Services provided in the previous calendar month, which invoices are due and payable in full by the 25th day of the month or as otherwise indicated by Hunterwood to the Customer.

5. **Payment.** The Customer agrees to pay the total charges due in accordance with section 4 hereof using any of the following methods: (i) by cheque or money order; (ii) automatically by pre-authorized bank

withdrawals or credit card payment; (iii) by credit card, through the Hunterwood call center; or (iv) such other method approved by Hunterwood from time to time

6. **Overdue Accounts.** Overdue accounts may result in suspension or cancellation of the Services referred to therein. The Customer shall be required to pay a reconnection charge of \$35.00 upon reactivation of the Services.

7. **Interest and NSF.** An administration charge will be levied if the Customer's cheque is returned for insufficient funds or in the case of a refused bank account or credit card pre-authorized debit. Any amount unpaid after the due date shall bear interest at a rate of 2% per month, calculated and compounded monthly (26.82 % per annum). An additional collection charge may be levied if costs are incurred as a result of collection efforts on outstanding amounts.

8. **Cancellation of Services.** The Customer may cancel the Services at any time upon notice to Hunterwood. Applicable charges shall continue to apply until Hunterwood's receipt of the cancellation notice, or any other subsequent date indicated by the Customer in the notice.

9. Customer Responsibilities.

9A. In order to receive Services the Customer shall: (i) ensure that the Facility is fitted with a Connection, a modem, a router and electrical outlets, all suitable for the Equipment; (ii) be responsible for the disconnection and re-connection of the Customer's Equipment to the Facility's utility services; (iii) maintain the Connection 24 hours per day, 7 days per week; and (iv) maintain a continuous and uninterrupted supply of electrical power to the Equipment during the provision of the Services.

9B. The Customer agrees not to use the Services in a manner that is contrary to applicable laws or regulations. Any breach of applicable laws or regulations may result in the immediate termination, disconnection or suspension of the Services.

9C. The Customer is fully responsible for any misuse of the Services. It is the Customer's responsibility to ensure that no one gains unauthorized access to the Services. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's data, without the knowledge and written consent of such person and may not be used in any attempt to circumvent the user authentication or security of any other user of Hunterwood Online.

9D. The Customer shall not broadcast, resell or redistribute the Services to any other party without Hunterwood's prior written consent. A violation of this term will result in the immediate termination of the Services. The Customer must immediately inform Hunterwood, in writing, if the Customer becomes aware, at any time, that any of the Services is either stolen or being used unlawfully.

10. **Connection and Access.** The Customer hereby acknowledges and agrees that so long as the Equipment is connected to the internet (regardless of whether the Customer has subscribed for the Services), Hunterwood, its employees, representatives, contractors, subcontractors and agents shall have access to the Data, and Hunterwood is authorized to use such Data in accordance with these Terms and Conditions.

11. Warranty.

HUNTERWOOD MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, EXCEPT AS EXPLICITLY PROVIDED HEREIN. WITHOUT LIMITING THE FOREGOING HUNTERWOOD DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICES MAY BE DISRUPTED IN THE EVENT OF AN ELECTRIC POWER OUTAGE, AN INTERRUPTION OR SUSPENSION OF THE INTERNET SERVICE, THE FAILURE OF ANY OF HUNTERWOOD'S EQUIPMENT OR FOR ANY OTHER REASON BEYOND THE CONTROL OF HUNTERWOOD. HUNTERWOOD DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED TO THE CUSTOMER. WITHOUT LIMITING THE FOREGOING, HUNTERWOOD WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE, LOSS OF DATA, RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES, INTERRUPTIONS IN SERVICE FOR ANY REASON, LOST DATA, UNAUTHORIZED ACCESS TO THE CUSTOMER'S DATA OR DAMAGES TO SUCH DATA DUE TO VIRUSES, DELAYS IN OPERATION OR TRANSMISSIONS OR ANY OTHER DELAY OR FAILURE OF PERFORMANCE. THE CUSTOMER ACKNOWLEDGES THAT HUNTERWOOD, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF THE CUSTOMER WHATSOEVER ARISING, DIRECTLY OR INDIRECTLY, OUT OF THE SERVICES.

12. Termination of Services.

(a) In addition to all other rights given to Hunterwood under these Terms and Conditions, Hunterwood may: (a) at any time, upon at least five (5) days' prior notice to the Customer, cancel any Service provided to the Customer; or (b) at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to the Services (i) if the Customer fails to comply with one or more of the provisions of these Terms and Conditions; or (ii) upon the occurrence of any act of bankruptcy on the part of the Customer, or if the Customer becomes insolvent, relies upon any law governing insolvency, bankruptcy or arrangements with creditors or upon the commencement of bankruptcy proceedings against the Customer. **HUNTERWOOD DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY SERVICES SUSPENDED OR CANCELLED AS A RESULT OF A BREACH BY THE CUSTOMER OF THESE TERMS AND CONDITIONS.**

13. Servicing of Equipment. The Customer acknowledges that Hunterwood Online enables Hunterwood to monitor the Equipment and, in some cases, conduct maintenance and/or troubleshooting of the Equipment, remotely. In the event that the Customer requests that Hunterwood provide such maintenance and/or troubleshooting, the Customer acknowledges and agrees that it shall be solely responsible to:

- (a) provide personnel to operate and/or test the Equipment during such maintenance and/or troubleshooting;
- (b) cooperate, or cause its personnel to cooperate, with the personnel of Hunterwood during such maintenance and/or troubleshooting of the Equipment;
- (c) ensure that the Facility is suitable for the operation of the Equipment including, without limitation, removing all debris, obstructions or impediments to the safe operation of the Equipment;
- (d) not permit persons unfamiliar with the safe operation of the Equipment to be in the vicinity of the Equipment during the maintenance and/or troubleshooting; and

(e) ensure that all persons operating the Equipment or working near the Equipment are fitted with appropriate protective equipment including, without limitation, hearing protection, eye protection and protective footwear.

14. Limitation of Liability.

THE CUSTOMER ACKNOWLEDGES THAT HUNTERWOOD, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF THE CUSTOMER WHATSOEVER ARISING, DIRECTLY OR INDIRECTLY, OUT OF HUNTERWOOD'S PROVISION OF THE SERVICES OR HUNTERWOOD'S REMOTE CONTROL OF THE EQUIPMENT.

IN NO EVENT SHALL HUNTERWOOD HAVE ANY LIABILITY TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PROVISION OF SERVICES OR HUNTERWOOD'S REMOTE CONTROL OF THE EQUIPMENT. IN PARTICULAR, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HUNTERWOOD SHALL NOT BE LIABLE FOR ANY CLAIM OR LOSS ARISING FROM: (a) PERSONAL INJURY, (b) DEATH, (c) PROPERTY DAMAGE, (d) LOSS OF PRODUCTION OR REVENUE AND/OR BUSINESS INTERRUPTION, ANY OF WHICH IN ANY WAY ARISING OUT OF HUNTERWOOD'S PROVISION OF THE SERVICES OR HUNTERWOOD'S REMOTE CONTROL OF THE EQUIPMENT.

15. Customer Indemnity. The Customer shall be liable for any damages, claims, losses, actions, suits, proceedings or causes of action whatsoever, including legal fees and expenses on a solicitor-own client basis (a "Claim") arising out of (i) the Customer's breach of any provision of these Terms and Conditions or (ii) the Customer's use of the Services; (iii) the negligent acts or omission of the Customer or any persons for whom it is legally responsible. The Customer shall indemnify and hold harmless Hunterwood, its affiliates and their respective officers, directors, shareholders, employees, agents and partners against all Claims. The Customer shall co-operate as fully as reasonably possible in the defense of any Claim assumed by Hunterwood in such The Customer agrees to promptly notify Hunterwood after becoming aware of any unauthorized use of the Services or its account and shall take such reasonable measures as are necessary to prevent any reoccurrence of such event. Hunterwood reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to such indemnification. The Customer shall co-operate as fully as reasonably possible in the defense of any Claim assumed by Hunterwood in such a case.

16. Collection of Personal Information. Hunterwood collects personal information on its Customers, which it uses for the following purposes: (a) to communicate with its Customers; (b) to develop and maintain its relationships with its Customers; (c) to provide Services or to receive services it requires in order to deliver the Services; (d) to ensure that all actions required for the purposes mentioned above are taken; (e) to understand and assess the interests, wants and needs of Customers with a view to improving current Services, or to offer new Services; (f) to manage its business; and (g) to fulfill its obligations under the law. Unless a Customer provides express consent or unless disclosure is otherwise required or allowed by law, Hunterwood will not disclose personal information regarding a Customer to anyone other than: (i) the Customer; (ii) a person who, in the reasonable judgement of Hunterwood, is seeking the information as an agent of the Customer; or (iii) a potential purchaser of Hunterwood; or (iv) an agent retained by Hunterwood in the collection of the Customer's account, provided the

information is required for and is to be used only for that purpose. By purchasing the Equipment and/or receiving Services, the Customer hereby expressly consents to Hunterwood requiring, obtaining from and providing to third parties, personal information on the Customer or on the Customer's account, for the sole purposes set out above. In addition, and whenever applicable, the Customer hereby consents that Hunterwood obtains and uses credit history information and personal information therein contained and provides same to credit reporting or collection agencies, if applicable.

17. No Waiver. The failure of Hunterwood to enforce any provision of these Terms and Conditions, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

18. Severability. The Customer agrees that if any portion of these Terms and Conditions is held invalid or unenforceable, the remaining portions will remain in full force and effect.

19. Assignment. The Customer shall not assign these Terms and Conditions nor its rights or obligations contained therein, without first having obtained the prior written consent of Hunterwood. In the absence of any such consent, any assignment shall be deemed null and void. Hunterwood shall be entitled to assign its rights or obligations in these Terms and Conditions, or part thereof, without the consent of the Customer.

20. Governing Law. The provisions of these Terms and Conditions, and the conduct of the parties with respect to the formation and performance of these Terms and Conditions, regardless of the form of dispute, controversy or claim arising from or relating to these Terms and Conditions, including but not limited to the existence, invalidity, performance, breach or termination thereof, shall be exclusively governed by, and construed in accordance with, the laws of the Province of Alberta, including all applicable federal laws of Canada, without giving effect to any choice of law rules thereof which may direct the application of the laws of another jurisdiction.

Subject to the Section 23, the parties hereby submit to the jurisdiction of the courts in the City of Calgary, in the Province of Alberta, Canada and each party: (a) irrevocably submits to the personal jurisdiction of such courts; (b) waives any objection to the commencement and conduct of any such action or proceeding in such courts; (c) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over it; and (d) agrees that service of process upon it may be effected in the manner prescribed in these Terms and Conditions for giving notice.

21. Successors. These Terms and Conditions shall be binding upon the Customer and its heirs, personal representatives, successors and permitted assigns, as applicable.

22. Force Majeure. To the extent the performance by either party is prevented by a circumstance beyond its control (a "force majeure") including, without limitation, an act of God, inevitable accident, storm, flood, fire, earthquake, explosion, peril of navigation, hostility, act of terrorism, war (declared or undeclared), insurrection, riots, sabotage, rebellion, industrial strikes, lockouts or other industrial action, executive or administrative order or act of either general or particular application of any government, whether de jure or de facto, or any official purporting to act under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, breakdown or damage to or confiscation of property or other reason of a like nature which is not the fault of the party delayed in performing work or doing acts required under the terms of these Terms and Conditions, then performance of such term, covenant or act is excused for the period of the delay and the party so delayed shall not be liable to the other for damages. If such circumstance occurs, the party affected shall notify the other of the nature and impact of the force majeure on the parties, and shall resume performance as soon as possible, and the time for performance of the

various terms of these Terms and Conditions shall be extended by an amount of time equal to the delay caused by the force majeure. Lack of funds or lack of markets is not a circumstance of force majeure and the provisions of this Section 22 do not operate to excuse the Customer from the prompt and timely payment of any payments required by these Terms and Conditions.

23. Dispute Resolution. In the event of a concern, complaint or grievance in respect of Hunterwood Online and/or the Services or any other matter pertaining to Hunterwood, the Customer agrees to abide by the following dispute resolution procedure: (a) the Customer shall convey its concern to Hunterwood either by email or telephone in an attempt to reach an amicable resolution; and (b) in the event that the Customer does not obtain a satisfactory resolution via telephone or email, the Customer may submit the dispute to arbitration pursuant to the Alberta Arbitration Act. The Customer and Hunterwood agree that any arbitration shall be held in Calgary, Alberta and determined by a single arbitrator. The cost of the arbitrator shall be shared equally by the parties, and each party shall bear its own costs and expenses. The substantive law of the Province of Alberta, Canada shall be applied by the arbitrator to the resolution of the dispute, provided that the arbitrator shall base his or her decision, wherever possible, by relying strictly on the expressed terms, covenants, and conditions of these Terms and Conditions. The parties shall have the rights of discovery as provided for under the laws of the Province of Alberta, Canada. All decisions of the arbitrator shall be final, binding, and conclusive on all parties, and neither party shall have a right to appeal such decision. Either party may apply to a court of appropriate jurisdiction to enforce the arbitrator's judgment.

21. Entire Terms and Conditions. The Customer agrees that these Terms and Conditions constitutes the entire agreement between Hunterwood and the Customer with respect to Hunterwood Online and/or the Services and supersedes any previous communications, representations or agreements, whether written or verbal, between the parties. Any modification to these Terms and Conditions shall be in writing and signed by authorized representatives of the Customer and Hunterwood.

22. Amendment. Hunterwood may, in its sole discretion, change, modify, add or remove any provision of these Terms and Conditions at any time. Such changes may also include, without limitation, modifications, additions to or removals from the Services, their features and charges, or these Terms and Conditions upon which Hunterwood distributes and the Customer receives the Services. Hunterwood will provide notice to the Customer at least 30 days before the effective date of change, modification, addition or removal, using any means allowing the Customer to become aware thereof and namely, via e-mail or mail. Following receipt of such notice, and, if such change, addition or removal has the effect of increasing the Customer's obligations or reducing Hunterwood's obligations, the Customer may agree to accept any such change, modification, addition or removal by continuing to use the affected Services. If the Customer does not agree to any such change, modification, addition or removal proposed in the notice, the Customer may, without cost or penalty and before the effective date of the change, notify Hunterwood that the Customer is terminating the Services. If the Customer does not give any such notice to Hunterwood by the effective date, then the proposed changes to these Terms and Conditions will become effective on the effective date.

23. Survival. Notwithstanding the cessation of the Services, Sections 11 and 12 shall continue to bind the Customer and its successors and assigns indefinitely.