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THIS COLLABORATION AGREEMENT (this "**Agreement**"), dated as of January 18, 2024 (the "**Effective Date**"), sets forth the mutual understanding between RoomEaze Accommodation Inc. doing business as SpacesShared having its principal place of business at 259 Danforth Ave, Toronto, Ontario, M4K 1N2 ("**SpacesShared**") and Memorial University of Newfoundland ("Partner") having its principal place of business at P.O. Box 4200 St. John's, NL A1C 5S7, Canada, relating to their commitment to support the implementation and promotion of the SpacesShared platform and services to Partner's students (the "**Initiative**"). SpacesShared and Partner are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

1. **Roles and Responsibilities.** In support of the Initiative, the Parties will each undertake the activities set out in Schedule A. Each Party will designate a point of contact as their Initiative lead who will engage at minimum monthly to coordinate activities under the Initiative.

2. **Performance Standards.** Each Party represents, warrants and covenants to the other that:

(a) it has the required skills, qualifications, expertise and experience to perform the activities exercise the responsibilities set out herein;

(b) the activities it undertakes in support of the Initiative shall be performed in a competent and professional manner and in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry, and it has, or shall obtain, all necessary licenses or permits required to comply with such laws, rules or regulations; and

(c) neither the execution nor delivery by the Party of this Agreement will conflict with, or result in any breach of, or cause a default under any term or condition contained in any contract to which the Party is a party or a signatory.

3. Costs and Expenses. Each Party shall be responsible for all of its own costs and expenses associated with pursuing the Initiative, including without limitation the performance of its obligations under this Agreement. For clarity, SpacesShared will provide its platform and services to Partner's students at no cost to Partner.

4. Communications:

(a) The Parties will work together on a joint communication strategy for the launch and promotion of the Initiative. All marketing and publicizing of the Initiative, including without limitation, on the Partner website must be approved by the Marketing and IT departments of Partner.

(b) SpacesShared will identify Partner as a "Charter Member" on SpacesShared's website and in SpacesShared's marketing materials.

(c) Subject to the provisions of this Agreement, each Party grants to the other Party the royalty free, non-transferable, non-assignable, non-exclusive, non-perpetual right and license to use the other Party's trademarks and any other word or design marks as designated by that Party (collectively the "Marks") in all marketing and promotion activity related to the Initiative but not for any other purpose.

(d) Each Party shall use the other Party's Marks in accordance with all branding guidelines and other requirements of the other Party, and all use of the other Party's Marks shall be subject to the prior approval of the other Party. A Party shall provide the other Party with samples of any proposed use for approval with a minimum of 5 business days' notice.

(e) Each Party disclaims any present or future right, title or interest in the other Party's Marks and shall not perform any acts which may in any way impair the rights of the other Party in or to their own Marks. Upon the termination or expiration of this Agreement, all rights of use granted hereunder shall terminate.

5. **Confidentiality.** Each Party agrees that any and all information, written or oral, which is proprietary or confidential in nature and which is disclosed by a Party to the other parties concerning the business or affairs of the

disclosing Party ("Confidential Information"), will be treated as confidential and that such Confidential information will not be (i) used for any purpose other than the purpose for which it was disclosed hereunder; or (ii) disclosed during the term or at any time to a third Party without the prior written consent of the disclosing Party. Despite the foregoing, nothing in this section will preclude a receiving Party from disclosing or using Confidential Information if it can demonstrate that the information:

(a) was publicly available prior to the first date that it was disclosed hereunder;
(b) becomes publicly available through no wrongful act of the receiving Party;
(c) is furnished to others by the disclosing Party without similar restrictions on their right to use or disclose;
(d) is rightfully known by the receiving Party without any proprietary restrictions at the time of receipt of such information the disclosing Party or becomes rightfully known to the receiving Party without proprietary restrictions from a source other than the disclosing Party;
(e) is independently developed by the receiving Party by persons who did not have access, directly or indirectly, to the information; or
(f) is obligated to be produced under order of a court of competent jurisdiction or a valid subpoena, provided that the receiving Party uses commercially reasonable efforts to notify the disclosing Party of such event the receiving Party takes commercially reasonable steps to obtain a protective order from the applicable court or tribunal or otherwise prevent the public disclosure of such Confidential Information.

6. **Privacy.** SpacesShared acknowledges that all personal information (as defined by applicable privacy laws and regulations) collected or accessible to SpacesShared in the course of this Initiative , including all personal information in respect of Partner's students will be collected and used in a manner consistent with all relevant privacy laws and will obtain all required consents with respect to the collection and use of such personal information while providing all required consent opt-out mechanisms, wherever applicable. SpacesShared acknowledges that Partner will generally not disclose its student personal information to a third party without the prior express consent of the individual(s).

7. **Term and Termination**. The rights and obligations of the Parties contained in this Agreement are effective as of the Effective Date and shall expire within one year unless extended by mutual agreement of the Parties. Either Party may terminate this Agreement by providing the other Party with fourteen (14) days' written notice without any obligation or liability to the other Party. Sections 5, 6, 8 and 10 shall survive such termination or expiry.

8. **Indemnity and Insurance**

(a) SpacesShared will defend, at its expense, any claim or action (whether or not well founded) brought against Partner:

(i) arising out of or related to any inaccuracy, breach or alleged breach by SpacesShared of any of its representations, warranties, covenants, or other obligations in this Agreement;

(ii) arising out of or related to any third party claims with respect to alleged intellectual property infringement of any kind on the part of SpacesShared; and

(iii) arising out of or related to any acts, errors and/or omissions of SpacesShared or its personnel.

(b) SpacesShared shall indemnify and hold Partner harmless against any such claim or action with respect to all resulting costs, liabilities and damages, including legal costs on a solicitor and client basis, provided that Partner promptly notifies SpacesShared of any claim or action in respect of which this indemnity may apply and of which Partner has knowledge and Partner (at the expense of SpacesShared) co-operates with SpacesShared in the defense of any such claim or action. No such claim or action shall be settled or compromised by SpacesShared without Partner's prior written consent.

(c) Partner will defend, at its expense, any claim or action (whether or not well founded) brought against SpacesShared:

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(i) arising out of or related to any inaccuracy, breach or alleged breach by Partner of any of its representations, warranties, covenants, or other obligations in this Agreement;

(ii) arising out of or related to any third party claims with respect to alleged intellectual property infringement of any kind on the part of Partner; and

(iii) arising out of or related to any acts, errors and/or omissions of Partner or its personnel.

(d) Partner shall indemnify and hold SpacesShared harmless against any such claim or action with respect to all resulting costs, liabilities and damages, including legal costs on a solicitor and client basis, provided that SpacesShared promptly notifies Partner of any claim or action in respect of which this indemnity may apply and of which SpacesShared has knowledge and SpacesShared co-operates with Partner in the defense of any such claim or action. No such claim or action shall be settled or compromised by Partner without SpacesShared's prior written consent.

(e) Each Party represents and warrants to the other that it carries appropriate liability insurance and other insurance related to the subject matter of this Agreement from a reputable insurance provider with commercially reasonable coverage amounts and deductibles.

9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

10. **Waiver of Liability**. Neither Party shall be liable to the other Party for any special, consequential, punitive, incidental, or indirect damages, or any damages for lost data, business interruption, lost profits, lost revenue or lost business, arising out of or in connection with this Agreement, however caused and based on any theory of liability, arising out of this Agreement, whether or not such Partner has been advised of the possibility of such damage, and notwithstanding any failure of essential purpose of any limited remedy.

11. **Dispute Resolution.** Without limiting any other provision of this Agreement, the parties hereto agree that each of them will make bona fide efforts to resolve by amicable negotiations any and all disputes arising out of or pertaining to this Agreement.

12. **Notice.** Any notice or demand to be given to any party to this Agreement shall be in writing and shall be either: (i) personally delivered; (ii) sent by registered mail, postage prepaid; or (iii) sent by facsimile, email or similar method of recorded communication. Any notice given pursuant to this Agreement shall be sent to the intended recipient at its address as provided on the first page of this Agreement. Any party may from time to time change its address by written notice to each other party given in accordance with the provisions of this Section. Any notice given by personal delivery shall be deemed to have been received on the date of delivery. Any notice given by registered mail shall be deemed to have been received on the third business day following the date of mailing. Any notice given by facsimile, email or similar method of recorded communication shall be deemed to have been received on the same date of transmission.

13. **No Third-Party Beneficiaries**. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

14. **No Assignment**. Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

15. **Relationship of the Parties**. This Agreement does not constitute, and is not to be construed as creating a legal partnership or joint venture between the Parties. The Parties are independent parties carrying on separate

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(i) arising out of or related to any inaccuracy, breach or alleged breach by Partner of any of its representations, warranties, covenants, or other obligations in this Agreement;

(ii) arising out of or related to any third party claims with respect to alleged intellectual property infringement of any kind on the part of Partner; and

(iii) arising out of or related to any acts, errors and/or omissions of Partner or its personnel.

(d) Partner shall indemnify and hold SpacesShared harmless against any such claim or action with respect to all resulting costs, liabilities and damages, including legal costs on a solicitor and client basis, provided that SpacesShared promptly notifies Partner of any claim or action in respect of which this indemnity may apply and of which SpacesShared has knowledge and SpacesShared co-operates with Partner in the defense of any such claim or action. No such claim or action shall be settled or compromised by Partner without SpacesShared's prior written consent.

(e) Each Party represents and warrants to the other that it carries appropriate liability insurance and other insurance related to the subject matter of this Agreement from a reputable insurance provider with commercially reasonable coverage amounts and deductibles.

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10. **Waiver of Liability**. Neither Party shall be liable to the other Party for any special, consequential, punitive, incidental, or indirect damages, or any damages for lost data, business interruption, lost profits, lost revenue or lost business, arising out of or in connection with this Agreement, however caused and based on any theory of liability, arising out of this Agreement, whether or not such Partner has been advised of the possibility of such damage, and notwithstanding any failure of essential purpose of any limited remedy.

11. **Dispute Resolution.** Without limiting any other provision of this Agreement, the parties hereto agree that each of them will make bona fide efforts to resolve by amicable negotiations any and all disputes arising out of or pertaining to this Agreement.

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15. **Relationship of the Parties**. This Agreement does not constitute, and is not to be construed as creating a legal partnership or joint venture between the Parties. The Parties are independent parties carrying on separate

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business enterprises and shall not represent themselves to be the agent, joint venture, partner or employee of the other.

16. **Severability.** In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless such provision materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining portions herein, and that the provision in question shall be ineffective only to the extent of that invalidity, voidability or unenforceability.

17. **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the party granting the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

18. **Force Majeure.** Except as expressly provided otherwise in this Agreement, neither party hereto will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism, labour shortage or dispute, or governmental act, provided that the party affected by such failure or delay gives the other party prompt notice of such cause, and uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

19. **Interpretation.** In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect its construction or interpretation.

20. **Non -Exclusive.** Nothing in this Agreement, nor to be contained in the Agreement, is intended to create exclusivity of service in favour of SpacesShared.

21. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one duly executed Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

RoomEaze Accommodation Inc.

[redacted] s. 40 (1)

Name: Rylan Kinnon
Title: Chief Executive Officer

Memorial University of Newfoundland

[redacted] s. 40 (1)

Name:
Title:

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Schedule A

Roles and Responsibilities

Pre-launch Phase:

(i) SpacesShared will provide opportunities to designated Partner staff to review and provide feedback on the platform.

(ii) Partner will provide designated points of contact who will work with SpacesShared to prepare for launch.

Launch and delivery Phase. At launch, SpacesShared will provide a platform that prioritizes security and support of users.

(i) SpacesShared will provide live support 9:00AM-6:00PM Monday to Friday, and 10:00AM-12:00PM Saturday and Sunday, and will automatically check in with students and hosts on a regular basis.

(ii) SpacesShared will provide review functionality for hosts and students, and remove users who violate our safety and security policies.

(iii) SpacesShared will have General Liability and Cyber Insurance at values commensurate with industry standards.

(iv) SpacesShared will securely store user data on servers located in Canada, and will protect user's privacy, meeting or exceeding the requirements of the Ontario *Freedom of Information and Protection of* Privacy Act.

(v) Partner will provide designated points of contact for partnership who will engage at minimum monthly, unless mutually agreed as not necessary.

(vi) Partner will provide an overview and link to SpacesShared's Platform on its relevant student housing related web pages.

(vii) Partner will assist SpacesShared with host adoption – by making a call out to Partner's community of faculty and staff, and by supporting engagement of relevant community organizations.

(viii) Partner will promote the platform to incoming and returning students, through newsletters and other communications.

(ix) Designated Partner Staff will have the opportunity to provide feedback and information to inform our future product development roadmap