



i3 INTERNATIONAL INC. CMS & ALERT CENTER SOLUTION AGREEMENT

This Agreement is made as of the date hereinafter set forth between i3 International Inc. ("i3"), 780 Birchmount Road, Unit 16, Scarborough, Ontario, Canada, M1K 5H4, and the undersigned Company (the "Company").

1. LICENSE GRANT & RESTRICTIONS

i3 hereby grants the Company a non-exclusive, non-transferable, worldwide right to use the Central Management System and Alert Center Solution (collectively, "CMS"), solely for the Company's own internal business purposes, subject to the terms and conditions of this Agreement.

The Company may not access the CMS if the Company is a competitor of i3 except with i3's prior written consent. In addition, the Company may not access the CMS for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose.

The Company shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the CMS or the Content in any way except as specifically authorized by this Agreement; (ii) modify or make derivative works based upon the CMS or the Content; (iii) create Internet "links" to the CMS or "frame" or "mirror" any Content on any other server or wireless or internet-based device; or (iv) reverse engineer or access the CMS in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the CMS, or (c) copy any ideas, features, functions or graphics of the CMS. User licenses cannot be shared or used by more than one individual User, however individual users may be reassigned from time to time to new Users who are replacing former Users who no longer use the CMS.

2. THE CMS

i3 will provide the Company with the CMS in accordance with this Agreement and any applicable dealer agreement(s), and except as herein and therein set forth i3 makes no guarantees as to any specific feature(s) of the CMS. If the Company requires configuration, set-up, support, and training services from i3 for the CMS, those services and related charges will be set out in a dealer agreement signed by both i3 and the dealer. Any such dealer agreements shall be subject to and governed by this Agreement, and by the provisions of i3's Customer Care Policy: Technical Support and Services: Policies, Terms, Conditions & Warranty; Shipping Policy; RMA Policy; and Expired Warranty set forth on i3's website.

i3 alone (and its licensors, where applicable) is the owner of all right, title and interest, including all related Intellectual Property Rights, in and to i3's Technology, the Content and the CMS. This Agreement is not a sale and does not convey to the Company any rights of ownership in or related to the CMS, the Content, i3's Technology, or the Intellectual Property Rights owned by i3 or its licensors.

i3 reserves the right to modify the CMS or its policies relating to the CMS in its discretion from time to time, provided that (i) i3 does not consider such modification to result in the CMS being materially worse than the CMS provided at the Effective Date or (ii) such modification has been agreed upon by the parties.

i3 provides the CMS to the Company pursuant to the terms and conditions of this Agreement. The Company recognizes however that certain third-party providers of ancillary software, hardware, or services may require its agreement to additional of different license or other terms prior to the Company's use of or access to such software, hardware, or services.

Except as set forth in the Purchase Order Forms or Dealer Agreement, i3 makes no guarantees as to the continuous availability or performance of the CMS or any specific features of the CMS.

3. COMPANY'S RESPONSIBILITIES

The Company represents and warrants that: (a) it has the legal power and authority to enter into this Agreement; and (b) it has not falsely identified itself nor provided any false information to gain access to the CMS.

The Company is responsible for all activity occurring under the Company's User accounts and shall comply with all applicable local, provincial, state, national and foreign laws, treaties and regulations in connection with the Company's use of the CMS, including those related to privacy, international communications, export control, consumer protection, unfair competition, anti-discrimination, false advertising, civil liberties, and the transmission of technical or personal data. The Company shall (i) notify i3 immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to i3 immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by the Company or the Company's Users; (iii) not impersonate another i3 user or provide false identity information to gain access to or use the CMS and not interfere with another user's use and enjoyment of the CMS; (iv) not post, distribute or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component; (v) not delete from the Content documentation or any

website used in connection with the CMS any legal notices, disclaimers or proprietary notices such as copyright or trademark symbols or modify any logos that the Company does not own or have express permission to modify, (vi) not interfere with or disrupt networks connected to the CMS; (vi) not use the CMS to infringe any third party's Intellectual Property Rights or rights of publicity or privacy; and (vii) not use the CMS to transmit or store any duplicative or unsolicited messages, unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

In the event the Company opted for hosted services:

- (i) The Company shall not install any third part software in i3's servers without the express written authorization of i3, and in the event that authorized third party software disrupts i3's server, i3 may temporarily disable the software until the problem can be resolved; and
- (ii) The Company acknowledges that there may be circumstances in which i3 may monitor the activities of the Company on i3's website.

4. ACCOUNT INFORMATION AND DATA

The Company, not i3, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all data, information or material that the Company submits to the CMS in the course of using the CMS ("Customer Data"), and i3 shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data unless i3 specifically agrees in writing to store data for the Company. The Company agrees that i3 may use aggregate, anonymized data in read-only format that is generated in the course of the Company's use of the CMS for its own business purposes, including the development of marketing and sales collateral and general studies relating to the industry. In the event this Agreement is terminated (other than by reason of the Company's default), i3 will make available to the Company a file of the Customer Data within 30 days of termination if the Company so requests at or before the time of termination. i3 reserves the right to withhold Customer Data without notice for any default by the Company pursuant to this Agreement, including, without limitation, if the Company's account becomes delinquent (falls into arrears).

5. CHARGES AND PAYMENT OF FEES

All fees due to i3 for Company's use of CMS hereunder shall be paid by the company pursuant to the i3 International Dealer Agreement, but in the event terms of payment are not complied with or the company breaches any of the terms therein, the Company will indemnify i3 for payments owed to i3.

6. i3'S RESPONSIBILITIES

i3 shall use commercially reasonable efforts: (a) to provide and operate the CMS according to i3's documentation as described in this Agreement and in the dealer agreement under normal use and circumstances, in a manner consistent with the generally accepted industry standards reasonably applicable to the provision of the CMS; and (b) to notify the Company if i3 becomes aware of any breach of its security relating to the CMS or if the CMS has attracted any malware, viruses, or any other hostile or intrusive software.

7. DISCLAIMER OF WARRANTIES

i3 AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE CMS OR ANY CONTENT EXCEPT AS OTHERWISE SPECIFICALLY HEREIN PROVIDED. I3 AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE CMS WILL BE SECURE, ACCESSIBLE, TIMELY, FREE FROM CORRUPTION, THAT DATA WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE CMS WILL MEET THE COMPANY'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE, RELIABLE OR FREE FROM CORRUPTION, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE COMPANY THROUGH THE CMS WILL MEET THE COMPANY'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED (F) THE STORED DATA WILL BE USED AND/OR DISCLOSED SOLELY BY OR TO THE COMPANY, OR THE CMS OR THE SERVER(S) THAT MAKE THE CMS AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR HOSTILE OR INTRUSIVE SOFTWARE. EXCEPT AS HEREIN SPECIFICALLY SET FORTH, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY i3 AND ITS LICENSORS.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM THE COMPANY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING REGULATORY FINE OR PENALTY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE CMS, INCLUDING BUT NOT LIMITED TO THE USE

OR INABILITY TO USE THE CMS, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE CMS, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION

This Agreement commences on the Effective Date. The Initial Term will be five (5) years after the Effective Date or as otherwise agreed upon by the parties, subject to renewal and to earlier termination as hereinafter provided. Upon the expiration of the Initial Term, the Agreement will automatically renew for successive Renewal Terms of one (1) year each at i3's then current fees unless either party provides written notice of non-renewal 30 days prior to expiry of the applicable Term or as otherwise agreed upon by the parties. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least 30 days prior to the date of the expiration of the then current Term.

In addition to any other rights granted to i3 herein, i3 reserves the right to terminate the Company's password account or use of the CMS, to suspend or terminate this Agreement and the Company's access to the CMS if the Company's account becomes delinquent (falls into arrears) or as a result of the Company's default in any of its obligations. The Company will continue to be charged for User licenses during any period of suspension. If the Company or i3 initiates termination of this Agreement, the Company will be obligated to pay the balance due on the Company's account for the remaining Term, computed in accordance with the Charges and Payment of Fees section above. The Company agrees that i3 may charge such unpaid fees to the Company's credit card or otherwise bill the Company for such unpaid fees. The Company agrees and acknowledges that i3 has no obligation to retain the Customer Data in the event of the Company's default, and may delete such Customer Data, if the Company has defaulted pursuant to this Agreement, including but not limited to failure to pay outstanding fees or charges, and such default has not been cured within 30 days of notice of such default. i3 reserves the right to impose a reconnection fee in the event the Company's access to the CMS is suspended for default and the Company thereafter requests access to the CMS.

For hosted services:

In the event this Agreement is terminated (other than by the Company's default), i3 will make available to the Company a file of the Customer Data within 30 days of termination if the Company so requests at or before the time of termination. The Company agrees and acknowledges that i3 has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

10. INDEMNIFICATION:

The Company shall indemnify and hold i3, its licensors and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim arising in connection with or out of any illegal use of the CMS and/or i3's website or servers; (ii) a claim alleging that the use of the Customer Data infringes the rights of, or has caused harm to a third party; (iii) a claim, which if true, would constitute a violation by the Company of its representations and warranties; or (iv) a claim arising from the default by the Company or the Company's Users of this Agreement, provided in any such case that i3 (a) gives written notice of the claim promptly to the Company; (b) gives the Company sole control of the defense and settlement of the claim (provided that the Company may not settle or defend any claim unless the Company unconditionally releases i3 of all liability and such settlement does not affect i3's business or CMS); (c) provides to the Company all available information and assistance; and (d) has not compromised or settled such claim.

11. GENERAL

This Agreement shall be governed by the laws of the Province of Ontario, and the laws of Canada applicable therein, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the CMS shall be subject to the exclusive jurisdiction of the provincial and federal courts located in Toronto, Ontario. No text or information set forth on any purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement, unless signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between the Company and i3 as a result of this Agreement or use of the CMS. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the other party. This Agreement, together with any applicable dealer agreement, comprises the entire agreement between the Company and i3 and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No modification or amendment of this Agreement will be effective unless made in writing and signed by both parties.

i3 may give notice by means of electronic mail to the Company's email address on record in i3's account information or by written communication sent by first class mail or pre-paid post to the Company's address on record in i3's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or prepaid post), or 12 hours after sending (if sent by email). Continued use of the CMS after any such changes shall constitute the Company's acceptance of such changes. The Company may give notice to i3 (such notice shall be deemed given when received by i3) at any time

by any of the following: letter sent by confirmed facsimile to i3 at the following fax number: 1.888.222.0559; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail addressed to i3 at i3's head office to the attention of the Chief Financial Officer.

This Agreement may not be assigned by the Company without i3's prior written approval; except that the Company may assign the Agreement without i3's consent to (i) an affiliate of the Company, (ii) an acquirer of all or substantially all of the Company's assets, or (iii) a successor of the Company by merger provided in each case that the assignee assumes all of the obligations and liabilities of the Company under this Agreement by covenant in favor of i3. Any purported assignment in violation of this section shall be void. Any actual or proposed assignment or change in control of the Company that results or would result in a direct competitor of i3 directly or indirectly owning or controlling 50% or more of the Company's voting shares shall entitle i3 to terminate this Agreement for cause immediately upon written notice to the Company. i3 reserves the right to assign this Agreement, in its sole discretion, without the consent of the Company.

If as a result of Unavoidable Delay a party fails to perform or comply with any of its obligations under this Agreement (other than an obligation to pay moneys when due), such failure will not constitute a default under or breach of this Agreement or give rise to any liability. The time for performing or complying with the obligation in question will be extended by a period equal to the period during which the Unavoidable Delay operates to prevent compliance. Each party will promptly notify the other of the occurrence of any Unavoidable Delay which might prevent performance or compliance with an obligation of such party under this Agreement. For purposes of this Agreement, "Unavoidable Delay" means any strike, lock-out, labor dispute, act of God, inability to obtain labor, utilities or services, application of applicable laws not in effect on the date hereof, enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fall-out, civil disturbances, explosions, fire or other casualty, or any other cause, whether similar to or dissimilar from the foregoing, beyond the reasonable control of the party seeking to take advantage of the Unavoidable Delay and not avoidable by the exercise of reasonable foresight.

(Signature page follows)

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the _____ day of _____, 20__.

i3 INTERNATIONAL INC.

(Company name)

(PO/Order Form Number)

By: _____

By: _____

No: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

DEFINITIONS

As used in this Agreement and in any dealer agreement now or hereafter associated herewith:

- (a) "Affiliate" of a party means its parent organization(s) and subsidiary companies;
- (b) "Agreement" means this written document signed by both parties, and any applicable dealer agreement;
- (c) "CMS(s)" means the specific edition of i3's online customer relationship management, billing, data analysis, or other data transformation and EDI interchange services identified in the dealer agreement, developed, operated, and/or maintained by i3, accessible via i3's website or ancillary online or offline products and services provided to the Company by i3. For non-hosted services the CMS does not include any form of hosting services, browser interface, or online/on-site data integration solution, data encryption, transmission, access or storage, and for hosted services the CMS may include the use of i3's browser interface and data encryption, transmission, access and storage, and related services, in the edition selected by the Company in the Purchase Order Form or Dealer Agreement;
- (d) "Content" means the audio and visual information, documents, software, products and services contained or made available to the Company in the course of using the CMS;
- (e) "Customer Data" means any data, information or material provided or submitted by the Company to the CMS in the course of using the CMS;
- (f) "Effective Date" means the date of this Agreement;
- (g) "i3's head office" means i3's office as set forth on page 1 hereof as varied by i3 from time to time in its sole discretion;
- (h) "i3's Technology" means all of i3's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to the Company by i3 in providing the CMS;
- (i) "i3's website" means <https://i3international.com>, as such website may be updated or varied by i3 from time to time in its sole discretion;
- (j) "Intellectual Property Rights" means unpatented inventions, logos, product names, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world, whether registered or not;
- (k) "License Administrator(s)" means those Users designated by the Company who are authorized to purchase licenses by executing written dealer agreements and to create User accounts and otherwise administer the Company's use of the CMS;
- (l) "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the CMS pursuant to a dealer agreement(s);
- (m) "Purchase Order Form(s)" means the form evidencing the initial subscription for the CMS and any subsequent purchase order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed upon by the parties, each such Purchase Order Form to be incorporated into and to become a part of this Agreement. Purchase Order Forms may be used interchangeably with dealer agreements;
- (n) "Term" means the term of this Agreement specified in the Term section;
- (o) "User(s)" means the Company's employees, representatives, consultants, contractors or agents who are authorized to use the CMS and have been supplied user identifications and passwords by the Company (or by i3 at the Company's request).