

CRM SOFTWARE SUBSCRIPTION AGREEMENT & TERMS OF USE



Preamble

This CRM Software Subscription Agreement (this "Agreement") is by and between ECI Software Solutions Canada Inc. ("ECI") and the Client specified on the Lasso Authorization Form ("Client") and applies to Client's use of Lasso:

- a) ECI provides an on-demand CRM software application which allows the Client and Client's Users to manage its own proprietary data and communicate with its prospects and customers ("CRM Software Service").
- b) This CRM Software Service is delivered as a subscription service over the Internet via either User Subscription, a Single Project Subscription or an Unlimited Subscription as authorized and indicated on the Client Authorization Form. As part of the CRM Software Service, ECI provides User access, support enquiries via email and telephone, data hosting, daily IT administration, data security and back-up processes ("Monthly Support Services").
- c) ECI also provides one-time setup, training, consulting and other services that assist Client to use the CRM Software Service ("Professional Services").

Definitions

- a) "User" means a person who is a director, officer, employee or agent of Client who is authorized to access the CRM Software Services in order to use its functionality.
- b) "Customer" means a potential or existing customer of Client.
- c) "Client Data" has the meaning set out in section 5.1.
- d) "User Subscription" is defined as access, usage and support for the number of users indicated on the Authorization Form.
- e) "Project" is defined as a single database. A Project may be setup with distinct attributes specific to data sharing, management, reporting or intended usage.
- f) "Single Project Subscription" is defined as access, usage and support for one Project.
- g) "Unlimited Subscription" is defined as access, usage and support for unlimited Users and Projects. Related entities operating on a stand-alone basis or in separate geographic operating regions require separate subscriptions.
- h) "Client Authorization Form" means a standard ECI form for Lasso setting out the Company name, Project name if applicable, legal entity, fees and inclusions that is signed by an authorized signing authority of Client.
- i) "CRM Software Services" has the meaning set out in the Preamble.
- j) "Monthly Support Services" has the meaning set out in the Preamble.
- k) "Professional Services" has the meaning set out in the Preamble.
- l) "Services" collectively means the CRM Software Services, Monthly Support Services, and Professional Services.

TERMS OF USE

1. Description of Services

- 1.1. ECI will provide the Services to Client. Client may allow its Users to access the Services in order to use its functionality, but only in conjunction with the Client's business. Under no circumstances can Client allow other commercial entities (including, without limitation, Client's affiliates or business partners) to access the Services. Client is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.
- 1.2. Client may use the CRM Software Services for the subscription category designated on the Client Authorization Form. Each new subscription is initiated via the ECI implementation checklist and may be terminated in accordance with section 7.
- 1.3. Client may authorize up to the number of users as may be authorized on the Client Authorization Form. Client may add additional Users beyond the authorized number at any time in accordance with the rate per additional user agreed to on the Client Authorization Form, or by execution of a mutually agreeable written amendment to the Authorization Form.
- 1.4. Users shall be granted access to the CRM Software Service through issue of user names and passwords provided at implementation. The Client shall be responsible for verifying the status of Users, and updating such lists on a regular basis. The Client is responsible for maintaining the confidentiality of usernames and passwords including restricting the sharing of passwords between or among other individuals. The Client agrees to immediately notify ECI of any unauthorized use of the CRM Software Services of which Client becomes aware.
- 1.5. In conjunction with the CRM Software Services, ECI will provide and maintain online help files.

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1.6. Client understands that from time to time the Services may be added to, modified, or deleted from by ECI and/or that portions of the Services may migrate to other formats. ECI shall give prompt notice of any such changes to Client. ECI may also expand or enhance the Services by providing additional features in the general course of ECI's standard development methods and timetable. If these features are at the request or timing of the Client there may be additional cost.

2. Client Responsibility

2.1. It is Client's responsibility to provide for its own access to the Internet, arrange for secure Internet access and pay any service fees associated with such access and to train its Users in basic Internet access.

2.2. ECI supports Clients that use the CRM Software Services to communicate information to persons who have explicitly requested such information. Client must use the CRM Software Services in compliance with all applicable laws including, but without limitation, privacy laws. Client will indemnify ECI in accordance with the indemnity provisions specified in section 6.3 for any damages or out of pocket expenses incurred by ECI resulting from Client's violation of any of the terms of this section 2.2.

2.3. Client agrees not to use the CRM Software Services to communicate any message or material that is harassing, libelous, threatening, obscene, or would violate the intellectual property rights of any party or is otherwise unlawful, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Although ECI is not responsible for any such communications, ECI may suspend any such communications of which ECI is made aware of, at any time, and provide prompt notice to the Client. Client will indemnify ECI in accordance with the indemnity provisions specified in section 6.3 for any damages or out of pocket expenses incurred by ECI resulting from Client's violation of any of the terms of this section 2.3.

2.4. Client shall provide Users with appropriate notice of the terms and conditions under which access to the Services is granted under this Agreement including, in particular, any limitations on access or use of the Services as set forth in this Agreement. In the event of any unauthorized use of the Services by a User, ECI may terminate such User's access to the Services.

3. Professional Services and Support Services

3.1. Any additional professional Services relative to the Services, including implementation, training, consulting or customization will be by written agreement or purchase order and will be at ECI's standard time and materials rate set out in the Authorization Form, charged to its clients generally.

3.2. Monthly support Services include user access, data hosting, daily IT administration, data security and back-up processes and responding to User support inquiries during published hours of operation via email (support@lassocrm.com) or telephone 1-866-995-2776.

3.3. ECI shall use commercially reasonable efforts to ensure that ECI's servers have sufficient capacity and rate of connectivity to provide the Client and Users with uptime comparable to other similar service providers. If the Services fail to operate in conformance with the terms of this Agreement, Client shall immediately notify ECI, and ECI shall promptly use commercially reasonable efforts to restore access to the Services as soon as possible. ECI shall use commercially reasonable efforts to ensure the protection of the Client's data used within the CRM Services from unauthorized access by a third party, or total loss.

3.4. ECI shall use commercially reasonable efforts to provide continuous service. ECI reserves the right to schedule down-time for upgrades, repair and regular network maintenance which will be performed at a time to minimize inconvenience to Client and Users. Unless ECI cannot do so for security or other reasons beyond ECI's reasonable control, ECI will give Client reasonable advance notice of such down-time.

4. Payment

4.1. The fees applicable to the Services are set out in the Client Authorization Form. Except as otherwise specified herein or in an Authorization Form fees are based on the Services purchased or subscribed to and not actual usage. Payment obligations are non-cancelable and fees paid are non-refundable. Client will pay all state/provincial and federal taxes and duties, if applicable.

4.2. Fees for monthly CRM Software Services and monthly Professional Services commence upon completion of the Client Authorization Form. Fees for monthly CRM Software Services and Professional services are payable by credit card or preauthorized payment plan monthly in advance or may be invoiced quarterly in advance, payable prior commencement of the services. All other one-time services invoices are net thirty (30) days. Any undisputed sums bear interest at a rate of 1.5% per month, 18% per annum.

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4.3. ECI reserves the right to increase fees for CRM Software and Monthly Support and Professional Services on an annual basis following year one of the anniversary date of the executed Client Authorization Form.

5. Ownership and Confidentiality

- 5.1. ECI and Client agree to maintain the confidentiality of any data relating to the usage of the CRM Software Services by Client and its Users or any Client-specific data ("Client Data"). All data collected externally, supplied, or received by the Client that is entered into, or used within the Services, are the sole property of the Client and is considered to be Client Data. ECI will have access to Client Data for the sole purpose of providing technical support.
- 5.2. ECI will provide the Services to the Client by means of network access. Any Client Data will be stored at one or more ECI locations in digital form accessible by telecommunications links between such locations and authorized networks of Client.
- 5.3. Client acknowledges and agrees that nothing in this Agreement grants Client any ownership rights to the CRM Services, or any related trademarks, copyrights, trade secrets or patents. Client shall have no rights to the CRM Services except as set forth herein. All information and data concerning the CRM Services, is the intellectual property and confidential information of ECI.
- 5.4. Client may use ECI trademarks such as "ECI" or "Lasso" for marketing of their Company or a Project without prior written permission of ECI. On Client's request, ECI will provide examples of usage of ECI's trademarks to Client.
- 5.5. Client shall not at any time whether before or after the termination of this Agreement disclose, furnish, or make accessible to anyone any confidential information of ECI which confidential information is deemed to be the terms of this Agreement, methodologies using the Services or any information or statistics supplied to Client by ECI in the course of providing the Services.
- 5.6. Client agrees that ECI may use Client's name and logo to identify Client as a client on ECI's website as a part of a general list of ECI clients for use and reference in ECI corporate and marketing literature and the use of "Powered by Lasso" on Client registration and contact us website pages. The release of any press release or marketing material identifying Client as a client of ECI will be subject to Client's prior written approval, which will not be unreasonably withheld.

6. WARRANTY AND LIMITATION OF LIABILITY

- 6.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE SERVICES ARE PROVIDED "AS IS, WHERE IS." ECI DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ECI IS NOT LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.2. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable legal fees, which arise from any alleged breach of such indemnifying party's agreements, representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.
- 6.3. Client shall be liable to ECI for any loss ECI suffers as a result of any breach of this Agreement by Client for Client's obligations to use the CRM Software Services in accordance with applicable law, including, without limitation, Do-Not-Call, privacy or anti-spam legislation.

7. Term and Termination

- 7.1. The term of a Subscription Agreement is ongoing until terminated by either party by providing written notice as stipulated on the Client Authorization Form and in accordance with section 9.
- 7.2. Upon request by Client made within thirty (30) days after the effective date of termination of the Subscription Agreement, ECI will make available to Client for download a file of Client Data in comma separated value (.csv) format. After such 30-day period, ECI shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data in the ECI system or otherwise in ECI's possession or under ECI's control.

7.3. If either party should default in the performance or observance of any of its obligations, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied.

- (a) Additionally, this Agreement shall terminate immediately and automatically if Client enters or is placed into receivership or if the Client is petitioned into bankruptcy or makes a proposal under the Bankruptcy Act for the benefit of its creditors, or ceases to carry on business or is wound up.
- (b) In the event that ECI believes that Client has breached any of its obligations under this Agreement, ECI will notify Client. Client will have seventy-two (72) hours from the receipt of notice to cure the alleged breach and to notify ECI in writing that cure has been effected. If the breach is not cured, ECI has the right to terminate the Agreement without further notice.
- (c) Upon termination of this Agreement access to the CRM Software Services by the Client and its Users will be terminated.

8. General

- 8.1. This Agreement together with the documents referred to in it contain the whole agreement between ECI and Client relating to the Services.
- 8.2. ECI may assign this Agreement in connection with a merger, amalgamation or corporate re-organization involving ECI, or in connection with the sale of all or substantially all the assets of ECI. Client may assign this Agreement on consent of ECI, which consent will not be unreasonably withheld. If assignment is in connection with Client's merger or acquisition of Client by another party having a significantly greater number of Users or Projects than currently undertaken by Client then the parties shall mutually discuss a new set of payment terms.
- 8.3. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the applicable federal laws of Canada therein without giving effect to principles of conflict of laws.
- 8.4. Except for applications for injunctive relief, any dispute or claim arising out of or relating to this Agreement will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its applicable Rules. The place of arbitration shall be Vancouver, British Columbia, Canada and the language of the arbitration shall be English. The number of arbitrations shall be one (1).
- 8.5. The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

9. Notices

All notices given will be in writing and may be hand delivered, or delivered via e-mail at the respective email addresses set out below. If mailed, the notices will be deemed received within 3 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

IF TO ECI

ECI Software Solutions Canada Inc.
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IF TO CLIENT

To the legal entity, address, signing authority name
and email address on the Client Authorization Form