

SalesPro CRM SUBSCRIPTION AGREEMENT & TERMS USE

Effective: February, 2013 Page 1 of 5

Preamble

This CRM SaaS Subscription Agreement (this "Agreement") is by and between SalesPro CRM. ("SalesPro") and the Client specified on the SalesPro Authorization Form ("Client") and applies to Client's use of SalesPro:

- a) SalesPro provides an on-demand CRM SaaS (software as a service) which allows the Client and Client's Users to manage its own proprietary data and communicate with its prospects and customers ("CRM").
- b) This CRM is delivered as a SaaS (software as a service) subscription over the Internet on a per user bases as authorized and indicated on the Client Authorization Form. As part of the CRM SalesPro provides User access, support enquiries via email and telephone, data hosting, daily IT administration, data security and back-up processes with multiple redundant servers. ("Monthly Support Services").
- c) SalesPro also provides setup assistance, training, consulting and other services that assist Client to use the CRM. ("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 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) "Subscription" is defined as having access, usage and support for a predetermined number of Users.
- e) "Client Authorization Form" means a standard SalePro form setting out client name, legal entity, fees and inclusions that is signed by an authorized signing authority of Client.
- f) "CRM" has the meaning set out in the Preamble.
- g) "Monthly Support Services" has the meaning set out in the Preamble.
- h) "Professional Services" has the meaning set out in the Preamble.
- i) "Services" collectively means the CRM, Monthly Support Services.(training)

TERMS OF USE

1. Description of Services

1.1. SalesPro 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.



CRM SUBSCRIPTION AGREEMENT & TERMS USE

1.2. 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.

1.3. Users shall be granted access to the CRM through issue of user names and passwords provided at User 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. The Client agrees to immediately notify SalePro of any unauthorized use of the CRM of which Client becomes aware.

1.4. In conjunction with the CRM SalesPro will provide and maintain online help files.

1.5. Client understands that from time to time the Services may be added to, modified, or deleted from by SalesPro and/or that portions of the Services may migrate to other formats. SalesPro shall give prompt notice of any such changes to Client. SalesPro may also expand or enhance the Services by providing additional features in the general course of SalesPro'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. SalesPro supports Clients that use the CRM to communicate information to persons who have explicitly requested such information. Client must use the CRM in compliance with all applicable laws including, but without limitation, privacy laws. Client may not use the CRM for any other purpose other than explicitly set out in this Agreement. Client will indemnify SalesPro in accordance with the indemnity provisions specified in section 6.3 for any damages or out of pocket expenses incurred by SalesPro resulting from Client's violation of any of the terms of this section 2.2.

2.3. Client agrees not to use the CRM 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 SalesPro is not responsible for any such communications, SalesPro may suspend any such communications of which SalesPro is made aware of, at any time, and provide prompt notice to the Client. Client will indemnify SalesPro in accordance with the indemnity provisions specified in section 6.3 for any damages or out of pocket expenses incurred by SalesPro 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, SalesPro may terminate such User's access to the Services.

CRM SUBSCRIPTION AGREEMENT & TERMS USE

3. Professional Services and Support Services

3.1. Any additional Services, including implementation, training, consulting or customization will be by written agreement or purchase order and will be at SalesPro'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 with back-up processes and responding to User support inquiries during published hours of operation via email (support@salesprocrm.com) or telephone 1-800-391-1468.

3.3. SalesPro shall use reasonable efforts to ensure that SalesPro'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 SalesPro, and SalesPro shall promptly use reasonable efforts to restore access to the Services as soon as possible. SalesPro shall use 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. SalesPro shall use reasonable efforts to provide continuous service. SalesPro 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 SalesPro cannot do so for security or other reasons beyond SalesPro's reasonable control, SalesPro 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. Client will pay all state/provincial and federal taxes and duties, if applicable.

4.2. Fees for monthly CRM and monthly Professional Services commence upon completion of the Client Authorization Form. Fees for monthly CRM and monthly Professional Fees services are payable by credit card or preauthorized payment plan monthly in advance or may be invoiced quarterly in advance, payable prior to 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.

4.3. SalesPro 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. SalesPro will provide Client written notice 90 days (3 months) in advance of any such increases.

5. Ownership and Confidentiality

5.1. SalesPro and Client agree to maintain the confidentiality of any data relating to the usage of the CRM 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. The Client retains the right to export Client Data at any time without reason or permission from SalesPro. SalesPro will have access to Client Data for the sole purpose of providing technical support.

5.2. SalesPro will provide the Services to the Client by means of network access. Any Client Data will be stored at one or more SalesPro 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

CRM SUBSCRIPTION AGREEMENT & TERMS USE

Services except as set forth herein. All information and data concerning the CRM Services, is the intellectual property and confidential information of SalesPro.

5.4. 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 SalesPro 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 SalesPro in the course of providing the Services.

5.5. Client agrees that SalesPro may use Client's name and logo to identify Client as a client on SalesPro's website as a part of a general list of SalesPro clients for use and reference in SalesPro marketing literature. The release of any marketing material identifying Client as a client of SalesPro 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." SALES PRO 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. SALES PRO 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 SalesPro for any loss SalesPro suffers as a result of any breach of this Agreement by Client for Client's obligations to use the CRM 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 Single User Agreement or Multi User Agreement is ongoing until terminated by either party by providing written notice of at least thirty (30) days in accordance with section 9.

7.2. 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.



CRM SUBSCRIPTION AGREEMENT & TERMS USE

(b) In the event that SalesPro believes that Client has breached any of its obligations under this Agreement SalesPro will notify Client. Client will have seventy-two (72) hours from the receipt of notice to cure the alleged breach and to notify SalesPro in writing that cure has been effected. If the breach is not cured SalesPro has the right to terminate the Agreement without further notice.

(c) Upon termination of this Agreement access to the CRM 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 SalesPro and Client relating to the Services.

8.2. SalesPro may assign this Agreement in connection with a merger, amalgamation or corporate re-organization involving SalesPro, or in connection with the sale of all or substantially all the assets of SalesPro. Client may assign this Agreement on consent of SalesPro, 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 than currently undertaken by Client then the parties shall mutually discuss a new set of payment terms.

8.3. This Agreement is governed by the laws of the Province of Ontario, Canada. All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration or mediation under the rules of the Canadian Foundation for Dispute Resolution. The place of arbitration or mediation shall be Toronto, Ontario, Canada.

8.4. 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. Either party may from time to time change its Notice Address by written notice to the other party.

SalesPro CRM

7050 Telford Way
Mississauga, ON L5V 2S3
1-800-391-1498
clientservices@salesprocrm.com

Client:

Legal Entity:

Address:

Signing Authority Name / Position/ Email:

Name:

Position:

Email: