

MAGENTRIX CORPORATION SOFTWARE SUBSCRIPTION AGREEMENT

BY ACCESSING THIS SOFTWARE, YOU, THE "SUBSCRIBER", ACCEPT THE TERMS AND CONDITIONS OF THIS END USER SUBSCRIPTION AGREEMENT ("AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SOFTWARE. IF, UPON REVIEW, YOU CHOOSE NOT TO ACCEPT THE TERMS AND CONDITIONS AS SET FORTH HEREIN, DO NOT ACCESS THIS SOFTWARE AND CONTACT MAGENTRIX CORPORATION ("MAGENTRIX") FOR A FULL REFUND.

PLEASE NOTE THAT BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ALSO AGREE TO ENSURE THAT ANY PERSON ENTITLED TO USE THE SOFTWARE, SUCH AS YOUR EMPLOYEES AND/OR CONSULTANTS, WILL ALSO ABIDE BY THE TERMS OF THIS LICENSE AGREEMENT, AND YOU WILL INDEMNIFY MAGENTRIX CORPORATION AGAINST ANY BREACH OF THIS AGREEMENT BY SAID EMPLOYEES AND/OR CONSULTANTS.

1 DEFINITIONS.

1.1 "Confidential Information" of a Party means any information in a tangible form that is disclosed by that Party pursuant to this Agreement and that (a) is identified "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; or (b) would reasonably be considered to be confidential. This Agreement and its contents shall also be considered Confidential Information.

1.2 "Documentation" means any standard Magentrix documentation distributed by Magentrix as a part of the Software.

1.3 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.4 "Products" shall have the meaning set forth in Section 2.1.

1.5 "Proprietary Rights" means all rights to the Software, Documentation, and Magentrix's Confidential Information, including, but not limited to, patents, copyrights, trademarks, trade names, trade secrets, or rights to apply for any of the same, irrespective of whether such rights arise under Canadian, U.S., or international laws.

1.6 "Purchase Order" means the Subscriber's purchase order for the Products, as accepted by Magentrix or one of its authorized Resellers.

1.7 "Software" means the computer programs (including but not limited to web-based applications) referenced in the Purchase Order.

1.8 "Standard Technical Support" shall have the meaning set forth in Section 4.2.

1.9 "Subscriber Data" means any electronic data provided by Subscriber to Magentrix.

1.10 "Subscription" shall have the meaning set forth in Section 2.1.

1.11 "Subscription Fees" means the fees payable by Subscriber for the Subscription.

1.12 “Subscription Term” means the period of time for which Subscriber paid the Subscription Fees.

1.13 “User” means each person who is authorized by Subscriber to access or use the Products, directly or indirectly.

1.14 “Website” means www.magentrix.com.

2 GRANT OF LICENSE.

2.1 License.

Subject to the terms and conditions of this Agreement, Magentrix Corporation agrees to provide Subscriber the subscription services as described in the Subscriber's Purchase Order (“Subscription”). Magentrix grants to Subscriber as part of the Subscription, a non-exclusive, nontransferable right to use Magentrix Software (the “Software, together with applicable Documentation and the accompanying media, if any, (collectively, the “Products”). Subject to the terms of this Agreement, Subscriber may allow its employees and independent consultants to use the Products solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for any breach of this Agreement. Any other use of the Products by any person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Agreement.

2.2 Restriction on Use.

Use of the Product shall be only for Subscriber's own internal business operations (not for the benefit of any other person or entity) for the duration of the Subscription Term, provided Subscriber has and continues to pay the applicable Subscription Fees. Access to the Products is only for the maximum number of authorized Users for whom Subscriber has paid the Subscriber Fees. All fees paid for the Products are nonrefundable. Subscriber may only exceed the number of ordered Users if Subscriber increases its order and pays additional Subscription Fees. Other than as expressly authorized in this Section 2 or as expressly permitted by applicable law, Subscriber may not: (a) copy the Software or any portion thereof; (b) use the Software to store or transmit Malicious Code, or infringing, tortious or otherwise unlawful materials; or (c) interfere with the business or operations of Magentrix.

2.3 Delivery of the Products.

The Products are provided to Subscriber through the Website.

2.4 Audit Rights.

Magentrix may, at any time, audit Subscriber's use of the Products by accessing the Products through the Magentrix servers to ensure compliance with the terms of this Subscription Agreement. Unless specifically authorized in writing in advance by Magentrix, Subscriber may not rent, lease or timeshare the Products or provide subscription services for the Products or permit others to do so.

2.5 Documentation.

Magentrix hereby grants to Subscriber a non-exclusive, non-transferable, non-sublicensable, internal use only license to use the Documentation solely for the purposes of utilizing the licenses granted in Section 2.1 above.

3 PRICES AND PAYMENTS.

3.1 Prices.

Pricing for the Products shall be as set forth in the Subscriber's Purchase Order.

3.2 Payment.

All payments (including fees for additional Software, support, training, taxes, etc.) shall be due within 30 days of the date of an invoice from Magentrix or one of its authorized Resellers.

3.3 Pricing Changes.

Magentrix shall have the right to change the fees and prices for the Products at any time. Prices shall be effective

as of the date they are posted on the Website. Notwithstanding the foregoing, Price changes shall not affect the Subscriber's then current Subscription fees.

3.4 Taxes.

All Subscriber Fees are exclusive of any export, withholding, federal, state and local taxes and duties other than taxes based on Magentrix's net income. If Magentrix pays any such taxes or duties, Magentrix shall itemize such amounts in an invoice to Subscriber and Subscriber shall reimburse Magentrix for such taxes and duties; except that Subscriber shall not be required to make any such reimbursement if it provides an appropriate and valid tax exemption certificate to Magentrix prior to accessing the Software.

3.5 Late Payments.

All amounts that are not paid by Subscriber by the date required by this Agreement shall be subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month and the maximum allowed by applicable law. In the event that any payment due under this Agreement is overdue, Magentrix reserves the right to suspend the rights granted under this Agreement until such delinquency is corrected.

4 SUPPORT AND TRAINING.

4.1 Product Support Services.

Magentrix or its authorized Reseller shall provide Standard Technical Support services to Subscriber during the Term, in accordance with the terms of this Agreement.

4.2 Standard Technical Support.

Standard Technical Support shall be as set forth in Schedule A below, and may be amended from time to time by Magentrix. Any such amendment shall be effective as of the date it is posted on the Website.

4.3 Updates and Upgrades.

Magentrix may from time to time conduct updates and upgrades to the Software, which may temporarily affect the use of the Software. To the extent that the use of the Software will be affected during such Magentrix updates and upgrades, Magentrix will provide prior notice of such updates and upgrades to Subscriber and will, to the extent possible, be conducted outside of regular business hours.

4.4 Enhanced Support.

Enhanced support offerings and services ("Premium Support") are available as set forth in Schedule B for additional cost.

5 PROPRIETARY RIGHTS AND PROTECTION THEREOF.

5.1 Acknowledgment.

The Software is licensed as a subscription, not sold, by Magentrix to Subscriber, and nothing in this Agreement will be interpreted or construed as a sale or purchase of the Software. Magentrix and Subscriber acknowledge and agree that, as between Magentrix and Subscriber, Magentrix owns and will own all rights, title, and interest, including all intellectual property rights therein and thereto, in and to the Software and Documentation, and no title to the Proprietary Rights is transferred to Subscriber. The use by Subscriber of the Proprietary Rights is authorized only for the purposes set forth herein and, upon termination of this Agreement for any reason, such authorization will cease. Subscriber will not have any rights in or to the Software except as expressly granted in this Agreement. Magentrix reserves to itself all rights to the Software not expressly granted to Subscriber under this Agreement.

5.2 No Other Rights.

Subscriber may not, directly or through any person or entity, in any form or manner, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or object code from the Software, except as explicitly permitted under this Agreement or expressly permitted by applicable law.

5.3 Proprietary Notices.

Subscriber will ensure that all copies or partial copies of the Software will display copyright and other proprietary notices to protect Magentrix's underlying ownership rights in the same manner that Magentrix displays such notices in the Software or in any manner reasonably requested by Magentrix. Subscriber will not, nor will it permit others to, remove, alter, cover, or obscure any such notices from any component of the Software or Documentation.

5.4 Subscriber Data.

Magentrix acknowledges that all Subscriber Data belongs to Subscriber and that other than specifically provided herein, Magentrix acquires no rights, title or interest thereto. Magentrix shall maintain commercially reasonable safeguards for the protection and security of Subscriber Data. Other than as specifically permitted by Subscriber in writing, Magentrix shall not: (a) modify the Subscriber Data; (b) disclosed the Subscriber Data unless compelled by law; or (c) access the Subscriber Data.

5.5 New Applications Created by Subscriber

To the extent that Subscriber creates applications or program code using the Products, Subscriber authorizes Magentrix to host, copy, transmit, display and adapt such applications and program code, to the extent necessary pursuant to this Agreement. Subject to the foregoing, Magentrix acquires no right, title or interest in or to such applications or program code, including any Proprietary Rights therein.

5.6 Comments and Suggestions

Should Subscriber provide Magentrix with comments or suggestions for the modification, correction, improvement or enhancement of the Documents or services related thereto, Subscriber grants to Magentrix a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense, the rights to use and disclose such comments and suggestions in any manner Magentrix chooses, without reference to the source.

6 CONFIDENTIALITY.

6.1 Nondisclosure.

Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth in this Agreement, and shall use best efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, each of the Parties shall use at least the same degree of care that it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

6.2 Exceptions.

Notwithstanding Section 6.1, neither Party shall have liability to the other with regard to any Confidential Information of the other that the receiving Party can prove: (a) was in the public domain at the time it was disclosed or has since entered the public domain through no fault of the receiving Party; (b) was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (c) is disclosed with the prior written approval of the disclosing Party; (d) was independently developed by the receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; or (e) becomes known to the receiving Party, without restriction, from a source other than the disclosing Party without breach of this Agreement by the receiving Party and otherwise not in violation of the disclosing Party's rights.

6.3 Return of Confidential Information.

Upon expiration or termination of this Agreement, each Party shall return all Confidential Information received from the other Party.

6.4 Remedies.

Any breach of the restrictions contained in this Section 6 is a breach of this Agreement that may cause irreparable harm to the non-breaching Party. Any such breach shall entitle the non-breaching Party to injunctive relief in addition to all other legal remedies.

7 INDEMNIFICATION.

7.1 Indemnification by Magentrix.

Magentrix agrees, at its own expense, to defend, or at its option to settle, any claim or action brought against Subscriber on the issue of infringement of any copyright, trade secret, or U.S., or Canadian patent by the Software used or distributed within the terms of this Agreement, and to indemnify Subscriber against any and all damages and costs, including legal fees, that a court awards against Subscriber under any such claim or action; provided that Subscriber provides Magentrix with (a) prompt written notice of such claim or action, (b) sole control and authority over the defense or settlement of such claim or action and (c) proper and full information and reasonable assistance to defend and settle any such claim or action.

7.2 Injunctions.

In the event that use of the Software is, or in Magentrix's sole opinion is likely to be, enjoined due to the type of infringement described in Section 7.1, Magentrix, at its option and expense, may either (a) modify the Software so that they become non-infringing, (b) replace the Software with functionally equivalent non-infringing Software reasonably acceptable to Subscriber or, if the foregoing alternatives are not reasonably available to Magentrix, (c) terminate this Agreement and accept return of the Software and refund a prorated portion of the Subscription Fee.

7.3 Exceptions.

Notwithstanding the provisions of Sections 7.1 and 7.2, Magentrix will have no liability to the extent that any such claim would have been avoided but for (a) use of the Software with any other products not provided by Magentrix or (b) modification of the Software after delivery by Magentrix.

7.4 Limitation.

THE FOREGOING PROVISIONS OF THIS SECTION 7 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MAGENTRIX AND THE SOLE AND EXCLUSIVE REMEDY OF SUBSCRIBER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE OR ITS REPRODUCTION, DISTRIBUTION OR USE.

8 WARRANTIES.

8.1 Limited Warranty.

During the Subscription Term, Magentrix warrants that the Products will operate in substantial conformance with the then-current Magentrix published Documentation under normal use. Notwithstanding the previous sentence, Magentrix does not warrant that: (a) Products will be free from defects; (b) Products will satisfy all of Subscriber's requirements; (c) Products will operate without interruption or error. Magentrix shall use reasonable efforts to remedy any significant Product non-conformance reported to Magentrix that Magentrix can reasonably identify and confirm. Magentrix or its representative will repair or replace any such non-conforming or defective Product. This paragraph sets forth Subscriber's sole and exclusive remedy and Magentrix's entire liability for any breach of warranty or other duty related to the Products. Any unauthorized Product modification, tampering with the Products, Product use inconsistent with the accompanying Documentation, or related breach of this Agreement shall void the aforementioned warranty. EXCEPT AS EXPLICITLY SET FORTH HEREIN AND TO THE EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS. MAGENTRIX DOES NOT

WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. MAGENTRIX EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON PRODUCTS THAT ARE BASED UPON OR CREATED THROUGH USE OF THE SOFTWARE.

8.2 Subscriber-Hosted Environment.

Subscribers are not authorized to host the Products in their own environment and must use the Products through the Website provided by Magentrix with a fully configured Software. Subscriber understands and agrees that, any changes made by Subscriber, without Magentrix's written consent, to the administrative settings of the underlying operating system, servers, or third party libraries included in the Software will void any warranty provided by Magentrix hereunder and will automatically make Subscriber ineligible for Standard Technical Support.

9 TERM AND TERMINATION.

9.1 Term.

This Agreement shall remain in effect and apply so long as Subscriber pays the Subscriptions Fees.

9.2 Termination for Cause.

This Agreement is effective until the end of the Subscription Term for such use as is authorized, or until terminated by either party. Subscriber may terminate this Agreement upon written notification to Magentrix at least sixty (60) days in advance. However, Subscriber shall not be entitled to a refund of any prepaid or other fees. Magentrix may terminate this Agreement if Magentrix finds that Subscriber has violated the terms hereof. Upon termination by either party, Subscriber shall cease using the Products, and shall destroy or return to Magentrix copies of the Products, if any, in its possession, and certify in writing that all copies thereof, including backup copies, if any were authorized, have been destroyed.

Except as set forth in the last sentence of this Section 9.2, if either Party defaults in the performance of any material provision of this Agreement, then the non-defaulting Party may give written notice of such default to the defaulting Party. If the non-defaulting Party gives such notice and the default is not cured within a 30-day period following receipt of the notice by the defaulting Party, then this Agreement shall automatically terminate. Notwithstanding the foregoing, if Subscriber breaches the provisions of Sections 2, 5, or 6 and such breach is not curable, then Magentrix shall be entitled to terminate this Agreement effective immediately upon delivery of written notice to Subscriber.

9.3 Effect of Termination.

If this Agreement is terminated, then all of Subscriber's rights and licenses with respect to the Software shall terminate. All copies of Magentrix Confidential Information in Subscriber's possession at the time of termination or expiration of this Agreement shall, at Magentrix's option, be promptly destroyed or returned to Magentrix.

9.4 Survival.

The provisions of Sections 1, 3.5, 5, 6, 9.3, 10, 11.4 and 11.5 and all payment obligations shall survive the expiration or termination of this Agreement for any reason. All other rights and obligations of the Parties shall cease upon termination of this Agreement.

10 LIMITATION OF LIABILITY.

EXCEPT FOR LIABILITY RESULTING FROM A BREACH OF SECTIONS 2, 5 or 6, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF DATA, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL MAGENTRIX'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL SUBSCRIPTIONS FEES RECEIVED BY MAGENTRIX FROM SUBSCRIBER HEREUNDER IN THE PREVIOUS TWELVE MONTHS FROM THE DATE OF THE CLAIM.

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE AMOUNTS PAYABLE HEREUNDER BY SUBSCRIBER ARE BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11 MISCELLANEOUS.

11.1 Assignment.

Subscriber may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without Magentrix's prior written consent; any attempted assignment or transfer in violation of the foregoing will be void.

11.2 Waivers.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.3 Marketing Activities.

Subscriber agrees that Magentrix, may with the expressed written consent of the Subscriber, from time to time identify Subscriber (with its name, logo and/or trademark) as a Magentrix Subscriber on its Website, sales and marketing materials or press releases.

11.4 Governing Law.

This Agreement will be governed by the laws of the Province of Ontario, Canada, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in the courts of Ontario and each party irrevocably submits to the exclusive personal jurisdiction and venue of any such court in any such action or proceeding. This Agreement will be written and construed in the English language.

11.5 Notices.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number as set forth in the Purchase Order, or as subsequently modified by written notice.

11.6 Severability.

If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.7 Independent Contractor.

Neither party (nor any agent or employee of that party) is the representative of the other party for any purpose, and neither party has the power or authority as agent, employee or in any other capacity, to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

11.8 Export.

Subscriber will comply with all applicable export and import control laws and regulations of the United States, Canada and the foreign jurisdiction, if any, in which the Subscription is used.

11.9 Force Majeure.

Except for Subscriber's obligations to pay Magentrix hereunder, neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including any Internet or electronic communication failures.

11.10 Amendment.

This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Subscriber to Magentrix will have no effect.

11.11 Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

SCHEDULE A**MAGENTRIX STANDARD TECHNICAL SUPPORT**

We make sure your purchased service is available 24 hours a day, 7 days a week with the exception of:

- Planned down time, which a notification will be sent out at least 24 hours prior to the down time. Downtimes are usually scheduled at overnight during the weekend.
- Any unavailability caused by circumstances beyond our reasonable control such as acts of god, acts of government, floods, fire, earthquakes, civil unrest, acts of terror, Internet service provider failures or delays, or denial of service attacks.

Magentrix Standard Support (Included In All Editions) Includes:

- On-line Help Desk (access to knowledge base and help ticket requests)
- Email Support
- Response Time to an incident is:
 - Up to 4 business hours (9am – 5pm EST)
 - During non-business hours, critical issues will be responded to within a maximum of 12 hours.
- Resolution Time is dependent on the nature of the problem
- Critical bug fixes will be applied as soon as they become available
- Non-Critical bugs and features are deployed as part of quarterly updates

Note: Support is provided solely to the entity or organization purchasing Magentrix Services.

SCHEDULE B**MAGENTRIX PREMIUM SUPPORT**Magentrix Premium Support Includes:

- Everything included in Magentrix Standard Support
- Priority One-On-One Phone Support
- Live Remote Support
- Response Time to an incident is:
 - Up to 1 business hour (9am – 5pm EST)
 - During non-business hours, critical issues will be responded to within a maximum of 6 hours.

Note: Support is provided solely to Entity or Organization purchasing Magentrix Services.