



SALESNOW CRM—TERMS OF SERVICE AND MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND SALESNOW GOVERNING YOUR USE OF THE SALESNOW PLATFORM, INCLUDING ANY APPLICABLE FREE TRIALS. PLEASE READ THIS AGREEMENT CAREFULLY.

BY SIGNING UP TO SALESNOW AND COMPLETING YOUR REGISTRATION, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCEPT THIS AGREEMENT NOR MAY YOU USE THE SERVICE.

This Agreement was last updated on November 24, 2016. It is effective between You and SalesNOW (Interchange Solutions Inc.) as of the date you accepted this Agreement (the "Effective Date").

Welcome to the SalesNOW Service

As a SalesNOW Subscriber You get use of the SalesNOW Service, the industry leading customer contact and deal management tool designed for use on the Android®, BlackBerry®, iPhone® and iPad® devices and the internet. The SalesNOW Service includes an Internet browser portal to the SalesNOW website and SalesNOW Software for the BlackBerry®, iPhone®, iPad® and Android® devices.

1. Definitions

In this agreement:

- (a) "*SalesNOW*" means SalesNOW, a division of Interchange Solutions Inc. and its successors and assigns, and is a trade-mark of Interchange Solutions Inc.
- (b) "*SalesNOW Content*" includes, but is not limited to the visual information, forms, documents, products and services made available or accessible by SalesNOW to the Subscriber in the course of setting up and using the Service.
- (c) "*SalesNOW Subscriber Website*" is the Website portal to access the SalesNOW Service using an Internet browser.
- (d) "*User*" means an individual who is authorized by You to use the SalesNOW Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.
- (e) "*Service*" means the SalesNOW Software and SalesNOW Subscriber Website described above that are ordered by You under a free trial or a paid Subscription.
- (f) "*Software*" means the computer software supplied by SalesNOW to the Subscriber for installation on the Subscriber's Android®, Blackberry®, iPhone® or iPad® device as well as the SalesNOW MS Outlook® Add-In module and the SalesNOW GMAIL® extension.
- (g) "*Subscriber*" means the individual or entity that has subscribed to the Service for their Users.

- (h) "Subscriber Data" is data entered into or filed in the SalesNOW database under the Subscriber's account in the course of using the Service, including and not limited to customer, contact and deal information, and Subscriber's e-mail messages processed through the Subscriber's account.
- (i) "Subscription Fees" means all charges levied by SalesNOW to the Subscriber for use of the Service, and all other charges incurred by Subscriber under this or any other agreement with SalesNOW.

2. Subscription to Service

a) Subscription. Subscription for, or use of, the Service by Your Users, is Your agreement to have You and Your Users abide by these terms of agreement, including all terms and conditions published on the SalesNOW Website, including but not limited to SalesNOW's privacy and security policies, which are available on our website at www.salesnow.com for your reference.

b) Accounts. Each Subscriber will be allocated an Account and the Service will be provided through that Account. Subscriber may open additional Accounts, subject to such terms and charges as SalesNOW determines from time to time and the terms of this agreement apply to each account. The Subscriber will manage how many Users will have access to the Account.

c) Support. SalesNOW will provide the level of support purchased by its Subscribers. SalesNOW reserves the right to modify any of the support levels offered and will provide notice of any changes to a level of support by posting notice of the changes on SalesNOW's website.

3. License Grant & Restrictions

a) Limited User License. Subject to payment of Subscription Fees for each User and compliance with the terms and conditions of this agreement, SalesNOW hereby grants Subscriber for each User a non-exclusive, non-transferable, worldwide right to access the SalesNOW Subscriber Website and use the Service for Subscriber's own internal business purposes, subject to the terms and conditions of this agreement; and (2) a non-exclusive, non-transferable, license to install, store (for back-up purposes only), and use one copy of the Software, subject to the terms and conditions of this agreement, on one Wireless phone and one Wireless tablet. As used herein, the term "Computer" means a single user personal computer connected to the internet, and the term "Wireless device" means an Android®, BlackBerry®, iPhone®, or iPad® device. In the event Subscriber's Users intend to use or uses the Software on more than one Wireless phone and one Wireless tablet, or permits access to the SalesNOW Subscriber Website by someone other than the Subscriber's Users, or any combination thereof, a separate subscription must be purchased for each additional User. In the event of simultaneous use, a separate subscription must be purchased and paid for each instance of possible simultaneous execution. A Subscriber User license cannot be shared or used by more than one individual User. All rights not expressly granted to Subscriber are reserved by SalesNOW.

b) Prohibited Activities. Subscriber shall not (1) license, sub-license, sell, resell, transfer, assign, distribute, rent, lease or otherwise commercially exploit or make available to any third party the Service or the SalesNOW Content in any way; (2) modify or make derivative works based upon the

Service or the SalesNOW Content; (3) attempt to access or use or access or use the account or any data of other subscribers, or any other SalesNOW systems, programs or data that are not made available for Subscriber use; (4) create Internet "links" to the Service or "frame" or "mirror" any SalesNOW Content on any other server, networked device or Internet accessible device; or (5) reverse engineer or access the Service in order to build a competitive product or service, build a product using similar features, ideas, functions or graphics of the Service, or copy any features, ideas, functions or graphics of the Service; or (6) utilize or access the SalesNOW Subscriber Website, or use the Software, except in accordance with the limited license granted herein, or permit any other person to do so using a Wireless device or Computer under the control of the Subscriber.

The Subscriber may use the Service only for its internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store any information that Subscriber is not entitled to possess at law; (iv) use the Service in the furtherance of, or to assist any person in conducting or planning, any illegal activity; (v) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vi) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vii) attempt to gain unauthorized access to the Service or its related systems or networks.

c) Subscriber Responsibilities. Subscriber will (1) be responsible for Users' compliance with this Agreement, (2) be responsible for the accuracy, quality and legality of Subscriber Data and the means by which You acquired Your Data, (3) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (4) use Services and Content only in accordance with the Documentation and applicable laws and government regulations.

d) SalesNOW Outlook Integration. The SalesNOW Outlook Integration (SOI) Application is a windows application that integrates with an End User's Outlook desktop application and uploads contacts selected by the End User to the SalesNOW Platform. SOI requires an active internet connection. The SOI installer (i) requires administrative access; (ii) may download and install additional software required for the proper functioning of SOI; (iii) will modify the Windows system registry. Once installed, SOI may store additional information in the End User's Outlook data files, including metadata about contacts and emails; modify information in the End User's Outlook data files, though such modification is limited to folders created and managed by SOI; and collect technical data, including information about application crashes and usage statistics.

e) SalesNOW Gmail Integration. The SalesNOW Gmail Integration (SGI) Application is a Google Chrome Extension that integrates the User's Gmail with SalesNOW. Once installed, SGI may store additional information in the Google Chrome Local Storage, including metadata about contacts and emails; and collect technical data, including information about application crashes and usage statistics.

f) Mobile Apps. SalesNOW may offer applications that allow Subscriber's Users to access the SalesNOW Platform on their mobile device, including, for example devices running the Android® or iOS® operating systems. Mobile devices must be purchased separately and are not included in Subscriber's Subscription. SalesNOW mobile apps require an active internet connection for synchronization, and may incur data charges with Subscriber's Users wireless carrier, including roaming charges where applicable. SalesNOW mobile apps may collect technical data, including information about application crashes and usage statistics, and may use certain third party libraries

or modules. Any such mobile apps offered by SalesNOW shall constitute part of the SalesNOW Software, and as such their usage is subject to the terms and conditions of this Agreement.

g) GPS Tracking. The SalesNOW Mobile App(s) may offer the ability to track the location of Users. If Subscriber or their Users enable this functionality from the SalesNOW Mobile App(s), Subscriber must represent and warrant that: (1) if the User enables this functionality from a SalesNOW Mobile App, that the User is advised that authorized Users will be able to access their locations during business hours; (2) the User must consent to the use of GPS tracking and the User has the ability to disable this functionality; (3) Users accessing the GPS locations of other Users must do so only during business hours; (4) Subscriber warrants that this functionality is to be used to improve workforce productivity and customer service; (5) Subscriber has a published GPS Policy and that the use of this GPS Tracking functionality complies with this Policy and (6) Subscriber and Users may only track Users GPS locations during regular business hours.

4. Subscriber Access and Security

a) Subscriber Identification and Access. Each Subscriber User will be assigned a unique username and password to identify the Subscriber in any contact with SalesNOW. The username and password will be required to enter the SalesNOW Subscriber Website and SalesNOW Mobile Apps to access, retrieve and manipulate Subscriber Data. Subscriber shall be fully responsible for security of its User's username(s) and password(s). SalesNOW may grant access to Subscriber Data and information concerning the Subscriber's account to any person providing the username and password or providing such other identification as SalesNOW in its sole determination considers satisfactory, without obligation to make any further enquiry as to the identity or authority of such person.

b) Account Activity. Subscriber is responsible for all activity occurring under its account and shall ensure that Subscriber and their Users abide by all applicable laws, treaties and regulations in connection with Subscriber's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal information. Subscriber shall (1) notify SalesNOW immediately of any unauthorized use of any ID information or account or any other known or suspected breach of security; (2) report to SalesNOW immediately and use reasonable efforts to stop immediately any copying or distribution of data that is known or suspected by Subscriber; and (3) not impersonate another SalesNOW Subscriber or provide false identity information to gain access to or use the Service.

5. Account Information and Data

a) Ownership of Subscriber Data. SalesNOW has and will make no claim to any ownership rights in the Subscriber Data. All Subscriber Data belongs to the Subscriber.

b) Data Integrity. Subscriber, not SalesNOW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data. Subscriber will ensure that the collection, retention and use of the Subscriber Data complies with all applicable laws, including privacy laws, and Subscriber warrants that it has and will have all necessary authorizations and consents to collection, retention and use of the Subscriber Data. SalesNOW may delete any Subscriber Data that SalesNOW is not satisfied meets the terms and conditions of this agreement, but shall not be liable for failure to do so. SalesNOW shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store or back up any Subscriber Data.

c) Retention and Deletion of Subscriber Data. SalesNOW may establish policies and time periods respecting the retention and deletion of Subscriber Data, and may delete Subscriber Data in

accordance with such policies. The policies will be supplied to a Subscriber on request or may be posted on the Website. Within 30 days of termination of a subscription, other than by SalesNOW by reason of non-payment or breach of this agreement by Subscriber, and provided all monies due SalesNOW are paid in full, Subscriber may (1) request that SalesNOW retain the Subscriber Data and enter into an agreement with SalesNOW for such purpose at such charges and on such terms as SalesNOW determines from time to time; or (2) request a file of the Subscriber Data. Subscriber agrees and acknowledges that SalesNOW has no obligation to retain or deliver any backup of the Subscriber Data otherwise, and may delete all Subscriber Data, 30 days after termination.

6. Subscriber Setup Data

a) Equipment and Internet Access. Subscriber is responsible at its own expense for arranging online remote access to the Internet and the world-wide web, either directly or through devices that access web based content, and paying any associated service fees, and for the acquisition, installation and operation of all necessary hardware, software and communications configuration required for the proper utilization of the Website as User, including a computer, modem or other access device, an Android®, a BlackBerry®, an iPhone®, or an iPad® device, an Internet browser, all of which meet or exceed the minimum technical requirements specified by SalesNOW from time to time.

b) Security of Subscriber's System. To avoid dissemination of computer viruses, worms and similar foreign data or programs (viruses), Subscriber is required to acquire or establish and maintain industry standard security software and internal programs. SalesNOW may provide assistance to Subscriber without any responsibility and liability, and notwithstanding such assistance, Subscriber shall be responsible for any damage caused by viruses emanating from its system.

7. SalesNOW Intellectual Property

a) Definitions. In this section "*Intellectual Property Rights*" means inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, industrial design 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; and "*SalesNOW Technology*" means all proprietary technology of SalesNOW, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information, made available by SalesNOW in providing the Service.

b) SalesNOW Rights. SalesNOW owns the right, title and interest, including all related Intellectual Property Rights, and Subscriber shall have no ownership in and shall not infringe the rights of SalesNOW, in and to, the SalesNOW Technology, the SalesNOW Content and the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or anyone else relating to the Service. The SalesNOW name, and all derivations thereof, and all graphic representations thereof and logos, and the product names associated with the Service, now or hereafter used by SalesNOW, are trademarks of SalesNOW or third parties; and Subscriber is granted no right or license to their use and will not infringe thereon.

c) Service Forms and Documents. Subscriber acknowledges that it has no rights in the forms and documents prepared using the SalesNOW Content and SalesNOW Technology. Subscriber will not copy or use such forms and documents outside of the Service.

8. Subscription Fees and Charges

The Subscription is a monthly subscription which will continue until terminated by the Subscriber or SalesNOW. Subscription Fees are payable monthly in advance in accordance with the rates established by SalesNOW and in effect at the time a fee or charge becomes chargeable. SalesNOW reserves the right to modify its Subscription Fees and other charges and to introduce new charges at any time, upon at least 30 days prior notice. All taxes, levies, or duties imposed by taxing authorities are in addition to Subscription Fees and shall be paid by Subscriber. Charges will be in Canadian currency in Canada, and in US currency in the United States of America and elsewhere.

9. Billing Information and Payment

All charges are due when charged. Subscriber agrees to provide SalesNOW with (1) complete and accurate billing and contact information, to include Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact; and (2) a valid authorization to charge a valid credit card account for all Subscription Fees and other charges. Subscriber agrees to update all information within 30 days of any change and to keep the credit card information and authorization current and valid so as to assure payment is made when charged to the credit card account. All Subscription Fees and other charges will be considered accepted by the Subscriber and final unless Subscriber gives SalesNOW notice of objection with details within 30 days of the date the charge was made. Subscriber agrees to pay interest of 1.5% per month compounded monthly on any outstanding unpaid balance on Subscriber's account, or the maximum permitted by law, whichever is less, plus all expenses of collection. Subscriber will be responsible for all costs and expenses incurred in connection with collection of past due amounts, including collection fees, attorneys fees, and court costs.

10. Excess Data Storage Fees

The maximum document storage space provided to Subscriber at no additional charge is 2 GB per User license. If the amount of disk storage required exceeds these limits, Subscriber will be charged the then-current storage fees. SalesNOW will use reasonable efforts to notify Subscriber when the average storage used per license reaches approximately 95% of the maximum; however, any failure by SalesNOW to so notify Subscriber shall not affect Subscriber's responsibility for such additional storage charges. SalesNOW reserves the right to establish or modify its general practices and limits relating to storage of Subscriber Data.

11. Suspension of Subscription

In addition to any other rights granted to SalesNOW herein and any other legal remedies, SalesNOW reserves the right to temporarily or permanently suspend a Subscriber's access to the Service (1) if any contact information Subscriber provided is false or fraudulent; (2) if any credit card charge is refused or reversed; (3) if the Subscriber's account falls into arrears; (4) Subscriber is in continuing default of any term of this agreement; (5) if requested by law enforcement or another governing agency; or (6) any unauthorized use of the Service is undertaken or attempted through Subscriber's account; until such issue is rectified. The determination of whether grounds exist for suspension and whether the suspension should be lifted shall be the right of SalesNOW in its sole discretion. The Subscriber will continue to be charged Subscription Fees during any period of suspension. SalesNOW reserves the right to impose a reconnection fee if the Subscriber requests access to the Service at the conclusion of the suspension.

12. Termination

Subscriber may terminate a subscription at any time on not less than one month notice. SalesNOW may terminate a subscription (1) without cause or reason at any time on not less than 30 days notice to Subscriber; or (2) immediately in the event of breach of this agreement or default in payment by Subscriber. In the case of free trials or time-limited promotion subscriptions,

notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination; and SalesNOW may terminate a free trial subscription at any time in its sole discretion. If an account remains suspended more than 30 days, the subscription will be automatically terminated unless SalesNOW determines otherwise.

13. Service Matters

a) Changes and Upgrades. The Service is under constant review by SalesNOW. SalesNOW may make changes or additions to the Service, implement additional functions and features, and delete functions and features, as it determines are appropriate. New features and functions or additional services may be offered to the Subscriber as an optional add-on at an additional charge and not included in the basic Service.

b) Suspension and Discontinuance.

SalesNOW reserves the right in its sole discretion to temporarily or permanently suspend, limit access to or discontinue the whole or any part of the Service, (1) on 30 days' notice to a Subscriber or (2) without notice and immediately for technical maintenance or problem resolution or in the event SalesNOW is subject to or threatened with any legal claim by third parties, court order, governmental or regulatory order or sanction in any jurisdiction related to the Service. SalesNOW shall not be liable for any direct or indirect losses or costs arising from the suspension or discontinuance.

c) Backup Limitations and Technical Access. Subscriber acknowledges that SalesNOW is backing up all information and data stored on the Service on a nightly basis, but that it shall only maintain old back up files for a period of 72 hours from the latest time of back up. SalesNOW has no other responsibility or liability for the deletion or failure to store any of the Subscriber's Data maintained or transmitted by the Service. In the event of an error or technical problem with the Service, a service technician shall be permitted to access the Subscriber's Data as necessary to resolve the problem. SalesNOW reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

d) Internet and Communications. THE SALESNOW SERVICE IS SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SALESNOW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

14. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this agreement. Subscriber represents and warrants that all information supplied by it concerning Subscriber and Subscriber's Users is correct, and that, to the best of Subscriber's knowledge and belief, Subscriber's use of the Service does not, directly or indirectly, infringe the legal rights of any third party and is not restricted or prohibited under all agreements to which Subscriber is a party.

15. Disclaimers

a) General Disclaimer. SalesNOW makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service or any content. SalesNOW does not represent or warrant that: (1) the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (2) the Service will meet Subscriber's requirements or expectations; (3) any stored data will be accurate or reliable; (4) errors or defects will be corrected; or (5) the

Service or the server(s) that make the service available are free of viruses or other harmful components. The Service and all content is provided to Subscriber strictly on an "as is" basis. 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 (save as otherwise specifically expressed in this agreement), are hereby disclaimed by SalesNOW to the maximum extent permitted by applicable law.

b) Information and Advice. No advice or information, whether oral or written, obtained by Subscriber from SalesNOW or through or from the Service shall create any warranty not expressly stated in this agreement.

16. Limitation of Liability

a) Disclaimer of Damages. In no event and under no circumstances shall SalesNOW, its directors, officers employees, agents and suppliers be liable for any indirect, incidental, consequential, aggravated, punitive or exemplary damages in any amount and arising from any cause (even if SalesNOW has been advised of the possibility of such damages), including but not limited to, damages for the loss of customers, contracts or business opportunities, loss of profits, goodwill, use or data, or other intangible losses.

b) Specific Disclaimers. SalesNOW will not be liable for any: (1) interruption of business; (2) access delays or access interruptions to the Service or inability to use the Service for any reason; (3) data non delivery, mis-delivery, corruption, loss, destruction or other modification; (4) unauthorized access or alteration of Subscriber's transmissions or data; (5) fees and expenses of third parties retained by the Subscriber;(5) events beyond SalesNOW's reasonable control; (5) conduct of any third party using the Service.

c) Maximum Liability. In no event shall SalesNOW's maximum aggregate liability exceed the total amount actually paid by Subscriber to SalesNOW for use of the Service for the twelve months preceding the first event giving rise to the liability.

17. Privacy & Security; Disclosure

SalesNOW's Privacy Policy, as in force from time to time, is applicable to all information SalesNOW receives, and is incorporated into this agreement. The Privacy Policy may be viewed at www.SalesNOW.com. The Privacy Policy is subject to any specific term of this agreement and any other specific agreement between the Subscriber and SalesNOW.

Users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from SalesNOW from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under Options. Note that because the Service is a hosted, online application, SalesNOW occasionally may need to notify all Users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service. If the Subscriber becomes a paying customer of the Service, the Subscriber agrees that SalesNOW can disclose the fact that the Subscriber is a paying customer and the edition of the Service that the Subscriber is using. SalesNOW shall not disclose Subscriber Data to any of SalesNOW's service providers or any third party, unless Subscriber grants express consent by means of written notice.

Subscribers' confidential data, includes their business and marketing plans, technology and technical information, product plans and designs and business processes. This information does not include any information that is or becomes public information without the breach of any obligation owed to the Disclosing Party.

18. Third Party Interactions

During use of the Service, Subscriber may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between Subscriber and the applicable third-party. SalesNOW and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Subscriber and any such third-party. SalesNOW does not endorse any sites on the Internet that are linked through the Service. SalesNOW provides these links to Subscriber only as a matter of convenience, and in no event shall SalesNOW or its licensors be responsible for any content, products, or other materials on or available from such sites. SalesNOW provides the Service to Subscriber pursuant to the terms and conditions of this agreement. Subscriber recognizes, however, that certain third-party providers of ancillary software, hardware or services may require Subscriber's agreement to additional or different license or other terms prior to Subscriber's use of or access to such software, hardware or services.

19. Indemnification

a) By SalesNOW. SalesNOW shall indemnify and hold Subscriber and as applicable its officers, directors, employees and agents, harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with: (1) a claim alleging that the Service directly infringes a copyright, a patent, or a trademark of a third party; (2) a claim, which if true, would constitute a violation by SalesNOW of its representations or warranties in this agreement; or (3) a claim arising from breach of this agreement by SalesNOW; provided in each such case that Subscriber: (i) promptly gives written notice of the claim to SalesNOW and in any case no later than two years after the date of the first event giving rise to the claim or one year after termination of Subscriber's subscription, whichever is earlier; (ii) gives SalesNOW sole control of the defense and settlement of the claim (provided that SalesNOW may not settle or defend any claim unless it releases Subscriber of all liability); (iii) provides to SalesNOW all available information and assistance; and (iv) has not compromised or settled such claim. SalesNOW shall have no indemnification obligation, and Subscriber shall indemnify SalesNOW pursuant to this agreement, for claims arising from any infringement arising from the combination of the Service with any of Subscriber's products, service, hardware or business process(s).

b) By Subscriber. Subscriber shall indemnify and hold SalesNOW, and its 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: (1) a claim alleging that use of the Subscriber Data infringes the rights of, or has caused harm to, a third party; (2) a claim, which if true, would constitute a violation by Subscriber of its representations and warranties; or (3) a claim arising from the breach by Subscriber of this agreement; provided in any such case that SalesNOW: (i) gives written notice of the claim promptly to Subscriber and in any case no later than two years after the date of the first event giving rise to the claim; (ii) gives Subscriber sole control of the defense and settlement of the claim, (provided that Subscriber may not settle or defend any claim unless SalesNOW is unconditionally released of all liability and such settlement does not affect SalesNOW's business or Service); (iii) provides to Subscriber all available information and assistance; and (iv) SalesNOW has not compromised or settled such claim. In such case Subscriber shall provide all information SalesNOW requests

concerning the case and SalesNOW shall be entitled to be separately represented and participate at its own expense if it so chooses.

20. Modification of Agreement

SALESNOW RESERVES THE RIGHT TO MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ITS POLICIES RELATING TO THE SERVICE AT ANY TIME, EFFECTIVE UPON POSTING OF AN UPDATED VERSION OF THIS AGREEMENT ON THE WEBSITE. SALESNOW MAY NOTIFY SUBSCRIBER OF THE POSTING OF THE CHANGED AGREEMENT, BUT FAILURE TO DO SO OR NON-RECEIPT BY THE SUBSCRIBER WILL NOT AFFECT THE EFFECTIVENESS OR EFFECTIVE DATE OF THE CHANGES. SUBSCRIBER IS RESPONSIBLE FOR REGULARLY REVIEWING THIS AGREEMENT ON THE WEBSITE. CONTINUED USE OF THE SERVICE AFTER ANY SUCH CHANGES SHALL CONSTITUTE SUBSCRIBER'S CONSENT TO SUCH CHANGES.

21. Local Laws and Export Control

This site provides services and uses software and technology, including encryption technology, that may be subject to export control regulations of the United States, Canada, Switzerland and the European Union ("Export Controls"). Subscriber acknowledges and agrees that the Website and the Software shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Canada, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the United States Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Subscriber represents and warrants that the Subscriber are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Subscriber agrees to comply strictly with the Export Controls and assumes sole responsibility for obtaining licenses to export or re-export as may be required. SalesNOW and its licensors make no representation that the Service is appropriate or available for use in other locations. Subscriber is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

22. General Contract Terms

a) Law and Dispute Resolution. This agreement is governed by the law of the Province of Ontario, Canada, excluding there from the United Nations Convention on the International Sale of Goods and without regard to choice or conflicts of laws provisions. All disputes, actions, claims or causes of action arising out of or in connection with this agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Ontario, all proceedings shall be commenced and heard at Toronto, and the parties hereby attorn to the jurisdiction of such courts.

b) Notice to Subscriber. SalesNOW may give notice by means of: (1) a general notice on the Website, which will be deemed given 12 hours after posting; (2) electronic mail to Subscriber's e-mail address on record in SalesNOW's account information, which will be deemed given 24 hours after sending; (3) by written notice relying on the information on record in SalesNOW's account information, as follows: (i) by fax to Subscriber's fax number which will be deemed given 12 hours after confirmation of transmission; or (ii) by posting by pre-paid first class mail, which will be deemed to have been given on the second day after mailing, excluding Saturdays and Sundays; or (iii) sent by courier to Subscriber's address, which will be deemed given at the time of delivery.

c) Notice to SalesNOW. Notices by Subscriber to SalesNOW shall be in writing and signed by an authorized officer of Subscriber and delivered by courier or confirmed fax to SalesNOW as follows:

Attention: Chief Financial Officer

SalesNOW, Division of Interchange Solutions Inc.
8966 Woodbine Ave., Suite 100
Markham, Ontario, Canada
L3R 0J7
Telephone: +1 877-830-5661
Fax: +1 888-634-9342

d) Agreement Terms. This agreement constitutes the entire agreement between the parties and there are no collateral agreements and no terms, conditions, representations or warranties except as herein contained in writing. This agreement supersedes all prior or subsequent oral discussions and documents, including purchase order forms or any printed forms notwithstanding acceptance by SalesNOW of the order. Except as provided herein, this agreement may be altered or amended at any time only by written instrument signed by the parties hereto. A waiver or failure by any party to enforce any of its rights or enforce the performance of the other party of any of its obligations under this agreement shall be without prejudice to all or any of its other rights under the agreement. Headings in this agreement are solely for convenience of reference and are not part of this agreement. Time shall be of the essence of this agreement.

e) Assignment and Enurement. This agreement shall not be assigned by the Subscriber without the prior written consent of SalesNOW. SalesNOW may assign this agreement and upon assumption by the assignee and deliver of Subscriber Data to the assignee, SalesNOW shall be relieved of all obligations hereunder. This agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, estates, successors and permitted assigns.

f) Anti-Corruption. Subscriber has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Subscriber's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

23. Free Trial

Subscribers who register for a 30 Day Free Trial will be given access to their own SalesNOW account free of charge until the earlier of (a) the end of the free trial period for which the subscriber is registered or is registering to use the applicable Service or (b) the start date of any Purchased Services ordered by the Subscriber. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

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