SCHEDULE "A"

**TERMS AND CONDITIONS
BETWEEN
QSS
and
CLIENT**

1.0 DEFINITIONS

"**Acceptable Use Policy**" – QSS's policy on the use of its Network as set out in Schedule B.

"**Client Data**" means all Client directories and client data files containing content.

"**Content**" means any and all text, multimedia or images (graphics, audio and video), data and the like provided by Client and installed on the Network.

"**Maximum Storage**" – storage capacity on the QSS Solution available to a Client.

"**Network**" means QSS's Internet-based data centre.

"**Support Services**" are as defined in Schedule C.

"**QSS Software Applications**" means the computer software known as Clearview, which QSS provides to the Client for its use as part of the QSS Solution.

"**QSS Solution**" means the services and software provided by QSS to the Client pursuant to the provisions of this Agreement.

"**User**" means a named or specified (by password or other User identification) individual authorized by the Client to have access to the QSS Network.

"**User Rights**" means the rights and privileges available to any one User with respect to accessing Client data.

"**User Rights Profile**" means a document prepared by QSS but completed by Client contact specifying the User Rights for any one User with respect to viewing, copying, altering, moving, deleting, downloading, printing, etc. of Client Data.

2.0 GENERAL

2.1 QSS will provide use of the QSS Software Applications, Support Services and data storage to the Client.

2.2 Each schedule will become a part of this Agreement.

2.3 Client may order additional QSS Solutions or add on to existing QSS Solutions. All schedules will become part of this Agreement and will be covered by this Agreement's terms and conditions.

3.0 RIGHTS GRANTED

(a) During the term of this Agreement, QSS grants to the Client a non-exclusive, non-

transferable and non-assignable license to access the QSS Network and use the Clearview software thereon.

(b) The client hereby acknowledges that the QSS Network and all Clearview software is the exclusive property of QSS. QSS acknowledges that all Client Data and Content is the exclusive property of the Client.

(c) The Client agrees that it will not load, store or execute on any computer or computer system other than the QSS Network either in whole or in part, any of the Clearview software, save and except such minor components of same which must reside and operate on the Client's computer or computer system in order for the Client to access and use the Clearview software on an on-line basis through the QSS service.

(d) The Client agrees that it will not download, alter, modify, reverse engineer or decompile the Clearview software.

(e) With the exception of those individuals set out in the user rights profile, this Agreement may not be assigned, transferred or further sublicensed by the Client to any other party either in whole or in part.

(f) The Client agrees to carry out the provisions of Schedule D (Client Responsibilities).

4.0 AGREEMENT TERM

The term of the Agreement shall be either one (1), two (2) or three (3) years as specified in the paragraph entitled Term and Renewal. The contract automatically renews at the end of each subscription term. The Client has the right to terminate auto-renewal by contacting QSS at least 30 days prior to the end of the subscription term.

5.0 FEES

The fees payable by the Client shall be those fees as set out in the paragraph entitled Fees.

6.0 WARRANTIES

(a) QSS warrants that:
(i) work performed pursuant to this Agreement will be performed by qualified personnel in a professional and workmanlike manner, consistent with prevailing standards of the industry; and
(ii) it has the authority to license the QSS Software Applications for the purposes set forth in this Agreement. The Client acknowledges and agrees that its sole and exclusive remedies for breach of this Warranty are set out in paragraph 9.

(b) Unless otherwise expressly provided herein, neither QSS nor any of its service providers, licensors, employees or agents warrant that the functions contained in any QSS Solution will meet the Client's requirements; that the operation of the QSS Solution will be uninterrupted or error-free; or that the products or services will have the capacity to meet the demand during specific hours. QSS will not be liable for any damages the Client may suffer arising out of the use, or inability to use the products or services provided. QSS will not be liable for unauthorized access to or alteration, theft or destruction of Clients data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, unless such access, alteration, theft or destruction

is caused as a result of QSS's gross negligence or intentional misconduct.

(c) EXCEPT AS PROVIDED IN THIS AGREEMENT, QSS DISCLAIMS ALL EXPRESS AND/OR IMPLIED WARRANTIES AND CONDITIONS PERTAINING IN ANY WAY TO THE QSS SOLUTION, INCLUDING WITHOUT LIMITATION, EACH WARRANTY AND/OR CONDITION OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMONLAW, USAGE OF TRADE, COURSE OF DEALING, CUSTOM OR OTHERWISE.

7.0 SUPPORT SERVICES

The Support Services shall be those as set out in Schedule C attached hereto.

8.0 QSS INDEMNITY OBLIGATIONS

8.1 QSS shall defend, indemnify and hold the client harmless from and against any and all claims, demands, expenses, costs, fees (including reasonable legal fees), liabilities, causes of action, actions, suits, judgments, orders and damages suffered or incurred by the Client at any time or times as a result of any alleged or actual infringement of any patent, copyright, or trade secret rights of any third party or parties caused by QSS in accordance with the terms of this Agreement provided such alleged and/or actual infringement is not caused solely by:

(a) any change to the QSS software made by any party or parties other than QSS; or
(b) any software, hardware, firmware, data information or other item not provided by QSS.

8.2 The indemnity contained above is conditional upon:

(a) the Client promptly notifying QSS in writing after the Client becomes aware of such claim;
(b) the Client co-operating with QSS in the defense of such claim at QSS's expense;
(c) QSS having control over the selection and retainer of legal counsel; and
(d) QSS having control over the conduct of all litigation and settlement proceedings pertaining to such indemnity.

8.3 Subject to Articles 8.1 and 8.2 above, should the Clearview software and/or its intended use become, or in QSS's opinion be likely to become, the subject of a claim to which the indemnity in Article 8.1 would apply, QSS shall procure for the client a license to continue using the Clearview software in accordance with this Agreement or shall replace or modify such Clearview software without reasonable degradation and functionality to make them non-infringing.

8.4 In the event that neither of these solutions is reasonably available as determined by QSS in its sole discretion, QSS shall, have the right to terminate this Agreement on ten (10) days written notice to the Client.

9.0 LIMITATION OF LIABILITY

(a) In no event shall QSS be liable to the Client for any:

(i)   loss of data, loss of profits or replacement costs; or

(ii) indirect, incidental, special, consequential, damages howsoever arising, even if they have been advised of the possibility of such losses or damages occurring.

(b) The Client assumes sole responsibility for the security and integrity of its own software and data and shall be responsible for the cost of restoring any Client software or data files which are lost or destroyed due to any cause.

10.0 TERMINATION

(a) In the event that a party to this Agreement fails to perform any of its obligations under this Agreement, the other party may provide written notice of breach to such breaching party. If the breaching party does not fully cure each such breach within thirty (30) days of receiving such notice, the other party may immediately terminate this Agreement by providing written notice of termination to the breaching party.

(b) Either party may also terminate this Agreement upon written notice of termination to the other party of such other party:

(i) it becomes insolvent, fails to pay its debts when due in the normal course of its business, has any of its assets seized by its creditors or ceases to do business; or

(ii) has any receiver, manager or receiver-manager appointed with respect to it and/or any of its assets; or

(iii) makes any voluntary assignment in bankruptcy; or

(iv) is petitioned into bankruptcy or files any proceeding in bankruptcy; or

(v) seeks the benefit or protection of any Statute providing any form of protection from its creditors; or

(vi) dissolves its corporate status.

11.0 EFFECTS OF TERMINATION

(a) Upon any expiry or termination of this Agreement, the Client will no longer be allowed access to the Network or any of the QSS Software Applications or the QSS Solution. All obligations of QSS to provide the QSS Solution shall cease effective the date of termination.

(b) Any expiry or termination of this Agreement shall not relieve the Client of any of its obligations to pay to QSS any fees and/or other amounts that have accrued to, or that are otherwise due to, QSS under this Agreement, whether prior to the date of expiry or termination of this Agreement or otherwise.

(c) Notwithstanding the expiry or termination of this Agreement for any reason, the provisions contained in Articles 6.0, 9.0, 11.0, 13.0 and 14.0 hereof shall survive such termination and continue in full force and effect.

(d) Except for QSS's and the Client's respective obligations to one another under this Agreement and at law regarding the protection and use of the other party's confidential information and intellectual property; neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible. Each party to this Agreement may terminate this Agreement if such condition continues for a period of one hundred and eighty (180) calendar days.

12.0 TITLE

(a) The computer software applications and documentation, including but not limited to the Clearview software, are proprietary and confidential to QSS, are protected by domestic and international laws, and shall remain the sole property of QSS. The Client shall not acquire any ownership, license or other interest in any of same except those rights granted to Client in this Agreement.

(b) All Client data and content are proprietary and confidential to the Client, are protected by domestic and international laws, and shall remain the sole property of the Client. QSS shall not acquire any ownership, license or other interest in any of same except those rights granted to QSS in this Agreement.

13.0 CONFIDENTIAL INFORMATION

(a) Confidential information means all confidential and or trade secret information, knowledge and/or data of every nature and kind disclosed by one party to this Agreement (the "Disclosing Party") to the other party ("Recipient Party") pursuant to this Agreement.

(b) Confidential information shall not include any information, knowledge and/or data disposed pursuant to this Agreement to the extent same:

(i) is or becomes part of the public domain through no wrongful act of the Recipient Party,
(ii) is known to the Recipient Party free of any obligation of confidentiality at the time of first disclosure hereunder;
(iii) is independently developed by Recipient Party without use of any confidential information disclosed hereunder;
(iv) is lawfully obtained by the Recipient Party from a third party without obligation of confidentiality and without breach of this Agreement; or
(v) is disclosed pursuant to a Court Order provided that the Recipient Party provides a copy of such Court Order to the Disclosing Party prior to such disclosure and the Recipient Party takes all reasonable steps, consistent with such Order, to maintain the confidentiality of same.

(c) Each Recipient Party agrees:

(i) to receive and maintain all confidential information received hereunder in confidence;
(ii) to use confidential information received hereunder solely for the purposes of such Recipient Party lawfully exercising its rights and/or performing its obligation hereunder for no other purpose whatsoever;
(iii) to use the same degree of care to protect confidential information received hereunder as such Recipient Party itself uses to protect its own confidential information from unauthorized use, copying and/or disclosure, which standard shall be no less than reasonable care; and
(iv) to disclose confidential information received hereunder only to those of its directors, officers, employees and advisors who have a direct need to know same for the purpose stated above and who are bound by written confidentiality obligations at least as restrictive as those contained herein.

(d) All ownership, license, intellectual property, moral and other rights to confidential information disclosed hereunder shall remain with the disclosing party and/or with such Disclosing

Party's licensors.

(e) Subject to the provisions of this Agreement, each Recipient Party agrees to promptly cease all use of all confidential information received hereunder upon any termination or expiry of this Agreement and to promptly return all such confidential information to the Disclosing Party by a secure means without delay.

14.0 GENERAL TERMS AND CONDITIONS

(a) This Agreement may not be modified or amended except in writing signed by a duly authorized representative of QSS and the Client.

(b) Both parties agree that neither party may use the other party's name in a press release disclosing the parties and the nature of this Agreement.

(c) QSS and the Client shall be and remain independent contractors at all times. Neither party will represent to any party or parties that it:

(i) has any authority to assume or create any obligation, express or implied, on behalf of the other party; nor
(ii) represents the other party as agent, employee, franchisee or in any other capacity. Neither party will create any obligation or liability on the part of the other howsoever arising.

(d) This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective successors and assigns. The Client may not assign, transfer or delegate any of the Client's licenses, rights and/or obligations under this Agreement.

(e) This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the Province of Ontario, Canada.

(f) All provisions of the United Nations Conventions on Contracts for the international sale of goods are expressly excluded from this Agreement.

(g) In the event any provision of this Agreement is held to be unlawful, invalid and/or unenforceable, such provision shall be considered severed from this Agreement, but all remaining provisions of this Agreement will remain in full force and effect.

(h) Each waiver of any breach or default under this Agreement shall not be effective unless contained in a written document signed by the party negatively effected by such waiver, nor shall any such waiver constitute a waiver of any other or subsequent breach or default.

(i) This Agreement, together with each written schedule, constitutes the sole, exclusive complete agreement between the parties and supercedes all prior and/or contemporaneous written and/or oral agreements or representations between the parties concerning the subject matter of this Agreement.

(j) All notices required to be sent hereunder shall be in writing and shall be sent to the relevant party as follows:

To QSS:

342 Townline Road, SS4 Suite 201
Niagara on the Lake, Ontario L0S 1J0

Attention: David Jones

Telephone: (905) 687-8027
Facsimile: (905) 687-8463
E-mail: djones@qssweb.com

To Client: At address provided on signed portion of Agreement.

SCHEDULE "B"

QSS ACCEPTABLE USE POLICY

1. This document defines the Acceptable Use Policy for products and services provided by QSS to Client. This Policy will ensure the integrity, security, reliability and privacy of the QSS network, systems, products, services, server hosting facilities and data contained within the QSS Network. Client is responsible for continual compliance with this Policy by Client and all Users.

2. Client is prohibited from violating, or attempting to violate the security of the network. Any violations may result in criminal and civil liabilities to Client. QSS will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of violations of the security of the QSS Network include, without limitation, the following:

       (a) accessing data not intended for such Client;

       (b) logging into a server or account which Client is not authorized to access;

       (c) attempting to probe, scan or test the vulnerability of a system or breach security or authentication measures without proper authorization;

       (d) attempting to interfere with service to any user, host or network including, without limitation, via means of overloading, "flooding", "mailbombing", or "crashing";

       (e) taking any action in order to obtain services to which Client is not entitled;

3. The Network may only be used for lawful purposes. For example, Client may not use the QSS Network to create, transmit, distribute, or store material that:

(a) violates a trademark, copyright, trade secret or other intellectual property rights of others;

(b) violates the privacy, publicity or other personal rights of others;

(c) impairs the privacy of communications;

(d) contains obscene, offensive or inappropriate content;

(e) constitutes pornography;

(f) may be threatening, abusive or hateful;

(g) violates export control laws or regulations;

(h) encourages conduct that would constitute a criminal offense or give rise to civil liability;

(i) causes technical disturbances to the Network;

(j) violates reasonable regulations of QSS or other service providers with respect to the network or assists or permits any persons in engaging in any of the activities described above or constitutes deceptive on-line marketing;

4. If Client becomes aware of any such activities, Client is obligated to immediately notify QSS and take all other appropriate actions to cause such activities to cease.

5. Client is responsible for all its Content. QSS exercises no control over, and accepts no responsibility for, the content of the information passing through the Network, including content provided on any third party web sites linked to the QSS Network. Any web site links are provided as Internet navigation tools for informational purposes only and not as an endorsement by QSS of the contents of such web sites. QSS does not adopt, nor warrant the accuracy of, the content of any linked web site and undertakes no responsibility to update the content. Use of any information obtained via the Network is at Client's own risk. QSS does not screen communications and is not responsible for screening or monitoring content used by Client.

6. Client acknowledges that QSS will be monitoring Usage and will consider such Usage in setting the Base Fee in any Renewal Term to this Agreement.

7. QSS reserves the right to suspend or terminate access to the Network upon notice of a violation of this Policy. Indirect or attempted violations of this Policy, and actual or attempted violations by a third party on behalf of a Client, shall be considered violations of this Policy by such Client.

8. Client agrees to indemnify and hold harmless QSS, its officers, directors, employees and agents from any losses, damages, costs or expenses resulting from any third party claim or allegation ("Claim") arising out of or relating to any use of the Network, including any Claim which, if true, would constitute a violation of this Policy.

SCHEDULE "C"

SUPPORT SERVICES

1. **Hours of Operation**

   Quick Service Software's intention is that all services will be available 24 hours a day; 7 days a week, taking into consideration scheduled maintenance times.

   Systems are monitored and managed from our Network Operations Centre (NOC) to ensure maximum availability (outside of scheduled maintenance periods) however we cannot guarantee availability at any time.

   Scheduled Maintenance

   Planned down times will occur on a scheduled basis between the hours of 20:00 to 06:00 (Eastern Time). QSS will provide 5 days notice for any planned outages for those services and/or customers being affected.

   Emergency Maintenance

   When emergency maintenance is required QSS will provide the greatest amount of lead-time possible. The customer must realize however, that in an absolute emergency they may not be notified ahead of time.

2. **Help Desk**

   Quick Service Software's Help Desk can be reached from 7am to 8pm (Eastern time) Monday thru Friday and from 7am to 5pm (Eastern time) on Saturdays, Sundays and holidays by calling 1-888-778-3950.

3. Security

Quick Service Software has implemented the necessary logical and physical security required to ensure a secure environment in order to deliver our services. A number of procedures are implemented in order to control personnel, System Software maintenance, Application Software design and maintenance, Software-controlled accessibility, Tele-communications, environmental infrastructure and physical access.

Information Security

Information stored in Clearview is accessible only by the customer, those people that the customer authorizes, and QSS (for the purpose of supporting the application). QSS guarantees that under no circumstance will a customer's information be shared without the consent of the customer.

Physical Security

Only authorized operators and system administrators have access to the NOC and equipment rooms.

4. Mean Time To Repair

In the event of an outage, the Quick Service Software NOC strives to restore customer services in a timely manner. With regard to problems in the internal QSS infrastructure, our goal is to achieve a MTTR of 4 hours from the time of problem identification. External problems, such as internet connectivity at our data center, are beyond the control of QSS and thus cannot be guaranteed by QSS.

SCHEDULE "D"

CLIENT RESPONSIBILITIES

1. Designate qualified personnel as liaisons.

2. Client will adhere to and will require any third party having access to the QSS Solution to adhere to QSS's Acceptable Use Policy.

3. Client is responsible for obtaining and complying with license terms for all Client-provided software and represents to QSS that the terms of such licenses shall allow use of the software on the Network, as well as the implementation by QSS of the QSS Solution as proposed.

4. Client is solely responsible for the Content, including any subsequent changes or updates made or authorized by Client. Client represents and warrants that the Content: (a) will not infringe or violate the rights of any third party including, but not limited to, intellectual property, privacy or publicity rights of others; (b) is not abusive, profane or offensive; or (c) will not be hateful or threatening.

5. Client is solely responsible for the contents of its transmissions and the transmissions of third parties accessing the QSS Solution through Client. Client agrees to comply with Canadian law with regard to the transmission of technical data which is exported from Canada through the QSS Solution. Client further agrees not to use the QSS Solution (a) for illegal purposes or (b) to interfere with or disrupt other network users, network services or network equipment. Interference or disruptions including, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, and use of the network to make unauthorized entry to any other machine accessible via the network.

6. Upon expiration of the Agreement, Client must relinquish use of the IP address or address blocks assigned to it by QSS in connection with the QSS Solution.

7. Upon Client's Acceptance of the QSS Solution, Client shall be responsible for informing QSS, in a format described by QSS, of any changes in Users so that QSS can provide the User login names and passwords for the purpose of authenticating and authorizing Network access by Users. [An increase in the number of Users will automatically result in an increase in the Client's monthly User Fee at a rate described in the Agreement.]

8. Client shall be responsible for handling all communication, technical support to and business relations with end users who are the customers of Client including but not limited to responding to inquiries and questions.

9. Client shall provide QSS with access to such hardware, software and network connections as QSS shall require.

10. Client shall be responsible for providing to QSS all information required for the acceptance tests in a timely manner and in form directed by QSS Client shall participate in the acceptance testing in good faith and with all due diligence.

11. Client shall be responsible for retaining the services of an Internet Service Provider and ensuring that the connection so provided is of sufficient bandwidth to attend to the Client's needs.