

Revenue Plus Standard Terms and Conditions

1. **Overview and Approach:** These terms and conditions are incorporated into and are a part of all Statements of Work (“**SOW**”) between the customer named in the SOW (“**Customer**”) and Revenue Pulse Inc. (“**Revenue Pulse Inc.**”). Acceptance of an SOW by Revenue Pulse Inc. is conditional upon Customer's acceptance of the terms and conditions herein irrespective of whether Customer accepts these terms and conditions by written acknowledgement, by implication or by acceptance of services and/or deliverables ordered herein. These terms and conditions and those contained in the SOW comprise the entire agreement of the parties relating to the subject matter hereof and replace and supersede any provisions on Customer's purchase orders, if any, which are in addition or inconsistent therewith. Provisions, terms and conditions within any purchase order or other document submitted by Customer to Revenue Pulse Inc. are hereby expressly rejected and are not binding upon Revenue Pulse Inc. without its specific written consent. The provisions of an SOW and these terms and conditions shall not be supplemented by any usage of trade or any course of prior dealings or acquiescence in any course of performance between the parties. To the extent there is any contradiction, inconsistency or ambiguity between these terms and conditions and an SOW, the SOW will govern but only to the extent required to resolve such conflict.
2. **Statement of Work:** Changes to a SOW will be dealt with in accordance with Appendix A attached hereto: Project Change Control Procedure.

3. **Your Responsibilities:** The completion of the services depends on the full commitment and participation of Customer's management and personnel.

The responsibilities listed in this section are in addition to those responsibilities specified in the SOW, and are to be provided at no charge to Revenue Pulse Inc.. Revenue Pulse Inc.'s performance is predicated upon the following responsibilities being fulfilled by Customer. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix A. You agree to the following:

Your Project Manager

Prior to the start of a SOW, Customer will designate a person called your Project Manager who will be the focal point for Revenue Pulse Inc.'s communications relative to all matters related to the services and will have the authority to act on behalf of Customer in all matters regarding the services. Your Project Manager's responsibilities include:

- a. Manage your personnel and responsibilities for this project.
- b. Serve as the interface between Revenue Pulse Inc. and all your departments participating in the project.
- c. Administer the Project Change Control Procedure set forth in Appendix A with the Revenue Pulse Inc. Manager, including seek and receive signatures for project change requests.
- d. Participate in project status meetings.
- e. Obtain and provide information, data, and decisions within three working days of Revenue Pulse Inc.'s request unless both parties agree in writing to a different response time.
- f. Resolve deviations from the estimated schedule, which may be caused by Customer.
- g. Help resolve project issues and escalate issues within your organization, as necessary.
- h. Create, with Revenue Pulse Inc.'s assistance, the project plan for the performance of the SOW which will include the, activities, tasks, assignments, milestones and estimates.

Other Responsibilities

- a. Ensure that your staff is available to provide such assistance as Revenue Pulse Inc. reasonably requires and that Revenue Pulse Inc. is given reasonable access to your senior management, as well as any members of your staff and consultants to enable Revenue Pulse Inc. to provide the

services, if any. You will ensure that they have the appropriate skills and experience. If they fail to perform as required, you will make suitable additional or alternative personnel available.

- b. Provide all information and materials reasonably required to enable Revenue Pulse Inc. to provide the services, if any. Revenue Pulse Inc. will not be liable for any loss, damage or deficiencies in the services, if any, arising from inaccurate, incomplete, or otherwise defective information and materials supplied by you.
- c. Make final selection of solution and technical architectures.
- d. Supply all prerequisite hardware and software to be used during the performance of the applicable SOW. This does not include any hardware or software normally used by Revenue Pulse Inc. employees or consultants in the performance of their day-to-day responsibilities with Revenue Pulse Inc.
- e. Allow Revenue Pulse Inc. to store and use your business contact information (your employees' and consultants' names, business phone numbers, and business e-mail addresses) anywhere they do business. Such information will be processed and used exclusively in connection with our business relationship and may be provided to employees and contractors acting on Revenue Pulse Inc.'s behalf for uses consistent with our business relationship. Such information will be not be used to contact you for the purpose of selling or marketing other products or services from Revenue Pulse Inc..

4. Intellectual Property: Each party shall continue to own all inventions, patents, copyright, trade secrets, know-how and show-how and other intellectual property and title, rights and interest therein ("**IP**") disclosed by either party to the other or used in the performance of the services ("**Background IP**"). To the extent that Revenue Pulse Inc. incorporates any of its Background IP into a deliverable Revenue Pulse Inc. hereby grants to Customer a royalty-free, non-exclusive, non-transferable license to use such Background IP in your products. Customer shall not however: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense Revenue Pulse Inc.'s Background IP on a stand-alone basis; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive Revenue Pulse Inc.'s Background IP; or (c) transfer, rent, lease, lend, or sublicense Revenue Pulse Inc.'s Background IP on a stand-alone basis. This Section does not apply to Revenue Pulse Inc.'s commercially available software that will be governed under a separate software license agreement between the parties. Subject to the foregoing Revenue Pulse Inc. shall own all IP in the deliverables provided to Customer as a result of performing the services.

5. Termination: Either party may at its option terminate any SOW in whole or in part for cause: (i) if the other party fails to perform any material term or condition of the SOW or these terms and conditions, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; (ii) in the event that any proceedings are commenced against the other party or such party seeks protection under bankruptcy, insolvency, or other debtor's relief law or (iii) the other party becomes insolvent or dissolves. In each case regardless as to termination Customer shall pay Revenue Pulse Inc. for all services performed up to the effective termination date.

6. Fees: Services are provided on a retainer and fixed fee basis, and unused hours expire at the end of each month. Travel, meals and lodging will be charged as described in the SOW, and if not so described, at its actual cost to Revenue Plus Inc. Any estimate given by Revenue Pulse Inc. of any charge whether for planning or any other purpose is only an estimate and is not contractually binding unless described in the SOW or these terms and conditions.

Customer will pay all invoices within thirty (30) days after the date of the invoice. Any undisputed amount remaining unpaid after payment is due shall accrue interest at the rate of 4% per month.

Customer shall pay all applicable sales, use, personal property or similar taxes, tariffs or governmental charges in connection with the services, exclusive of Revenue Pulse Inc.'s net income.

- 7. Required Consents:** Prior to making your facilities, software, hardware, networks or other similar resources available to Revenue Pulse Inc. Customer will promptly obtain any licenses or approvals necessary for Revenue Pulse Inc. or its contractors to use, access and modify such resources to the extent necessary for Revenue Pulse Inc. to perform the services, including the development of any deliverables contemplated in the applicable SOW. Revenue Pulse Inc. will be relieved of its obligations to the extent Customer's failure to promptly obtain such licenses or approvals adversely affect Revenue Pulse Inc.'s ability to perform its obligations. If a third party asserts a claim against Revenue Pulse Inc. as a result of Customer's failure to promptly obtain these licenses or approvals, Customer shall defend, indemnify and hold Revenue Pulse Inc. harmless for any costs and damages that Revenue Pulse Inc. may incur in connection with such claim.
- 8. Acceptance:** Acceptance of the services and/or deliverables shall be subject to the following acceptance procedure. Acceptance is deemed immediate if the services or deliverables are used in a commercial environment. Customer shall accept or reject the deliverables (or portion of deliverable, if such deliverable is to be delivered in milestones) in writing within fifteen (15) days from receipt of deliverables (if any) and upon completion of the services. If Customer rejects the services or deliverables Customer shall clearly state in writing the reasons for any rejection noting how each deliverable issue deviates from the agreed upon criteria as detailed in the SOW. If Customer does not accept or reject the services and/or deliverables in writing as set forth above, the services and deliverables shall be deemed to have been accepted by Customer. If a service or a deliverable is rejected by Customer in accordance with this section Revenue Pulse Inc. shall use reasonable efforts to promptly correct any non-conformance with the SOW.
- 9. Confidentiality:** As used herein, "**Confidential Information**" includes, without limitation, any and all financial, technical, proprietary, confidential, and other information, including without limitation, data, reports, interpretations, forecasts, analyses, compilations, studies, summaries, extracts, records, know-how, statements (written or oral) or other documents of any kind, to the extent they contain information concerning the business and affairs of Revenue Pulse Inc. or Customer or its licensees ("Disclosing Party"), which the Disclosing Party provides to the other Party hereunder ("Recipient Party"), whether furnished before or after the date hereof, and regardless of the manner in which it was furnished. "Confidential Information" shall not include information which: (i) was or becomes generally available to the public other than as a result of a disclosure by the Recipient Party; (ii) was or becomes available to the Recipient Party on a non-confidential basis prior to its disclosure hereunder, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal or fiduciary duty; or (iii) was independently developed by the Recipient Party without the use of any Confidential Information. As used herein "person" means an individual, corporation, partnership, joint venture, limited liability company, association, trust, governmental entity and any other organization or entity and any group including any of the foregoing. As used herein, "Representatives" of any person means, collectively, its affiliates, divisions and subsidiaries and the shareholders, directors, officers, employees, contractors, agents, advisors members and controlling persons of such person and its affiliates, divisions and subsidiaries. Recipient Party agrees that it will hold the Confidential Information strictly confidential. Recipient Party agrees, that neither it nor its Representatives will, in any manner, directly or indirectly, communicate, publish, divulge or otherwise disclose, in whole or in part, Confidential Information to any person or use Confidential Information in any way, except in connection with the performance of the Services or otherwise in connection with this Agreement; provided, however, that Confidential Information may be disclosed to Recipient Party's Representatives who need to know the Confidential Information for purposes of performing the Services. Recipient Party will be liable for any breach of this Agreement by its Representatives. Recipient Party shall not reverse-engineer, disassemble or decompile the Disclosing Party's Confidential Information, except with the Disclosing Party's prior written consent. Upon termination of this Agreement, the Recipient Party will if so requested by the Disclosing Party in writing promptly return all Confidential Information to the Disclosing Party or certify its destruction.
- 10. Warranty:** Revenue Pulse Inc. warrants that the services will be performed in a competent manner in accordance with industry standards.

- 11. Exclusion of Certain Damages and Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF DATA, LOST PROFITS, LOSS OF REVENUE OR BUSINESS, LOSS OF GOODWILL OR ANY OTHER LOSS ARISING OUT OF OR IN ANY WAY CONNECTED WITH AN SOW OR THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL THE LIABILITY OF REVENUE PULSE INC FOR ANY DIRECT DAMAGE EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICES AND DELIVERABLES PROVIDED IN THE SOW.
- 12. Time Limitation:** Any claim that a party wishes to assert against the other which arises out of an SOW or these terms and conditions must be made in writing within one year of the time the claim accrued.
- 13. Governing Law:** SOWs and these terms and conditions shall be governed by the laws of the Province of Ontario, excluding its conflicts of laws provisions, and the federal laws of Canada applicable therein. The courts in Ottawa Ontario shall have sole jurisdiction to deal with any disputes arising in relation herewith.
- 14. Relationship.** The parties are not related and shall not be construed and shall not hold themselves out to be co-employers, joint venturers, partners or otherwise. Each party is solely responsible for all of its employees and contractors and its labour costs and expenses arising in connection therewith. Except as expressly provided herein, a party shall have no right to exercise any control whatsoever over the activities or operations of the other party, or commit the other party to any obligation or course of action.
- 15. Waiver/Severability:** No waiver by any party to an SOW or these terms and conditions or of any breach of any of its provisions shall take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach. In the event that any term thereof becomes or is declared to be invalid or unenforceable, the remainder of the term shall be deemed amended to achieve as closely as possible the intended effect of the original term, and all remaining terms shall remain in full force and effect.
- 16. Assignment:** Neither an SOW nor these terms and conditions, nor any rights or obligations thereunder, in whole or in part, may be assigned by Customer without the prior written consent of Revenue Pulse Inc.

Appendix A: Project Change Control Procedure

Before implementing any change to the scope, deliverable requirements, Estimated Schedule or Charges or Project Scope of any Statement of Work the parties will sign a sheet in the format set out below which will have the effect of amending the previously agreed Statement of Work to the extent of the change described in the sheet.

Change to Statement of Work

Project:

Statement of Work Number:

Describe the Change being requested:

Describe the Reason for the Change:

Describe how the Change will amend the Statement of Work's Estimated Schedule, Charges, Project Scope, list of deliverables or other aspect(s) of the Statement of Work:

The change described above is approved by both parties, effective from the date of the last signature below:

Revenue Pulse Inc.

[Customer's name]

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____