

SMARTGUIDE® TRIAL SUBSCRIPTION AGREEMENT

THIS TRIAL SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR FREE TRIAL OF THE SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "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 THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on April 27, 2011. It is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

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

"Services" means the online, Web-based SmartGuide® applications and platform provided by Us via <http://www.alphinat.com> and/or other designated websites as part of a free trial.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

"We," "Us" or "Our" means Alphinat Incorporated, a Canadian company, with offices at 2000 Peel Street, Suite 680, Montreal, Quebec H3A 2W5, Canada.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services.

2. FREE TRIAL

For the term of this Agreement, We will make one or more Services available to You on a trial basis free of charge in accordance with the terms and conditions set forth herein. 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 EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

3. USE OF THE SERVICES

3.1 Our Responsibilities. We shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 3:00 a.m. Eastern time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the related documentation and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.3. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface, and, for Services that enable You to provide public websites, on the number of page views by visitors to those websites. Any such limitations may be subject to change at Our sole discretion and without notice.

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

4.3. Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

4.4. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party (" Disclosing Party") to the other party (" Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

WE LICENSE THE SERVICES TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE SERVICES AND ASSUME ALL RISKS ASSOCIATED WITH THEIR USE, INCLUDING BUT NOT LIMITED TO THE RISKS OF PROGRAM ERRORS, DAMAGE TO OR LOSS OF DATA, PROGRAMS OR EQUIPMENT, AND UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. YOU ARE SOLELY RESPONSIBLE FOR THE USE OF THE SERVICES BY YOU, INCLUDING USERS OR BY ANY THIRD PARTY.

We will not be liable for any direct damages; special, incidental, or indirect damages; or economic consequential damages (including lost profits or savings), even if We have been advised of the possibility of such damages. In no event will We be liable for: (i) any damage caused by Our or Your failure to perform its responsibilities under this Agreement; and (ii) any claim made against Us or You by any third party.

You agree to defend, indemnify and hold Us, Our subsidiaries, officers, directors, agents, representatives and employees harmless from and against any and all claims, demands, damages, liabilities, penalties, and expenses, including, but not limited to, attorney's fees and costs, whether arising in contract, tort or otherwise, wherever and by whomever brought, arising out of, in connection with, or resulting from Your use of the Services.

7. TERM AND TERMINATION

7.1 Term. This Agreement commences on the date You accept it and will terminate at the end of the free trial period.

7.2 Termination. We may terminate Your access to the Services at any time, and for any reason.

7.3 Surviving Provisions. Section 4 (Proprietary Rights), 5 (Confidentiality), 6 (Disclaimer) and 8 (General Provisions) shall survive any termination or expiration of this Agreement.

8. GENERAL PROVISIONS

8.1 Except as explicitly provided in this Agreement, this Agreement does not grant any licenses, either directly or indirectly, by implication, estoppel or otherwise, to any party under any patent, copyright or other intellectual property right.

8.2 This Agreement does not confer any right to use in advertising, publications or promotional activities any name, trade name, trademark or other designation of any party (including any contraction, abbreviation or simulation of any of the foregoing). Each party agrees not to use or refer to this Agreement or its terms in any such activities without the express written approval of the other party.

8.3 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between or among the parties.

8.4 No party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void.

8.5 No party has any obligations and will not assume any obligation which calls for a disposition of rights which is inconsistent with the terms of this Agreement.

8.6 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby as long as the intent of the parties can be preserved.

8.7 This Agreement is governed by the laws of the province of Quebec. The parties expressly waive the right to trial by jury in any matter which arises under this Agreement.

8.8 Any amendment or modification of this Agreement will be in writing and will be signed by authorized representatives of the parties. Any signed copy of this Agreement made by photocopy, facsimile or pdf format will be considered an original.

8.9 This Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes any prior oral or written communications or understandings between the parties related to its subject matter.