C **CANADIAN** 3332 RIVERSET CS.

AMERICAN NEPEAN, OTTAWA,

M **MAMAGEMENT** ONTARIO.

SYSTEMS INC. K2.I 0S3 S

PHONE: 613.692.0711 TOLL FREE: 1.877.340.2267 FAX: 613.692.1050

IMPORTANT NOTICE

END USER LICENSE/LICENCE AGREEMENT

PLEASE READ THROUGH CAREFULLY. BY ACCESSING, REGISTERING AND USING THE ONLINE CANADIAN AMERICAN MANAGEMENT SYSTEMS INC. " C.A.M.S." PROGRAMME YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS.

This End User license/licence Agreement (This Agreement) sets forth terms and conditions under which Canadian American Management Systems Inc. (" C.A.M.S.") provides you a license/licence to access and use its Website. C.A.M.S. does not grant you access to Application unless you agree to the Terms of this Agreement. C.A.M.S. may amend these terms at any time in its sole discretion, effective upon posting the amended terms at the domain or subdomains www.camsdealer.com where the version of the Agreement terms are posted. Your continued use of the Application following the posting of any modified Agreement terms constitute your acceptance thereof.

1. Proprietary Rights: Grant Of License/Licence. The Application is licensed/licenced not sold and C.A.M.S. reserves all rights not expressly granted in this Agreement. All Trademarks, Copyrights, Database rights, and other intellectual property rights of any kind In the Application are owned exclusively by C.A.M.S. or its licensors. Subject to the terms and conditions hereof, C.A.M.S. grants you a Personal, nonexclusive, nontransferable, revocable license/lincence to access and use the Application online using your web browser.

2. Conditions Of Use:

- A. License/Licence Restrictions: You may not directly or indirectly: (i) make or distribute copies of the Application; (ii) modify, transfer, translate, reverse engineer, exchange, decompile, disassemble or create derivative works of the Application; or (iii) loan, lease, sub-license/licence or otherwise attempt to grant rights in the Application to third parties.
- B. Content: Certain data, materials and content available within the Application (the " content ") may be owned and provided by C.A.M.S. customers, event Planners, sponsors or third parties. You agree not to copy, distribute or make any use whatsoever of the Content except as reasonably necessary for use of the Application in accordance with this Agreement, and you agree to defend, indemnify and hold C.A.M.S. harmless from and against all claims, damages, costs or other liability arising from your use of the Content in violation of this Agreement.

3. Disclaimer And Limitations Of Liability.

- A. You acknowledge that the Application is provided over the Internet and therefore the availability of the Application may be affected by factors outside of C.A.M.S. reasonable control. C.A.M.S. has no responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access the Application or Content or for any other system failure which may result in the Application or Content being unavailable.
- B. THE APPLICATION IS LICENSED/LICENCED AND PROVIDED "AS IS" AND "AS AVAILABLE." AND C.A.M.S. MAKES NO REPRSENTTIONS OR WARRANTIES ABOUT THE PERFORMANCE, RELIABILITY, ACCURACY OR SUITABILITY FOR ANY PURPOSE, OF THE APPLICATION OR CONTENT. C.A.M.S. DISCLAIMS ALL WARRANTIES. EITHER EXPRESS OR IMPLIED. REGARDING THE APPLICATION AND ITS OPERATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRIGEMENT.
- C. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL C.A.M.S., ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM YOUR USE OR INABILITY TO USE THE APPLICATION, NOR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FOR ANY SPECIAL INCDENTAL. CONSEQUENTIAL OR OTHER INDIRECT DAMAGES WHATSOEVER WHICH ARISE OUT OF OR RELATE TO THE USE OR INABILITY TO USE THE APPLICATION, OR ANY OTHER CAUSE OR CLAIM ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN ANY CASE, C.A.M.S. WILL NOT BE LIABLE UNDER ANY AND ALL PROVISION OF THIS AGREEMENT . NO LEGAL ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR RELATING TO THE APPLICATION OR CONTENT. MAY BE BROUGHT BY YOU AFTER YOU HAVE KNOWLEDGE OF THE OCCURRENCE WHICH RISE TO THE CAUSE OF SUCH ACTION

CONTD....

4. Termination.

Without Prejudice to any other Rights, C.A.M.S. may terminate this END USER LICENSE/LICENCE AGREEMENT, if you fail to Comply with the Terms and Conditions of this Agreement. In such event, with or without notice to you. Upon any termination, the rights and license/licence granted to you herein shall terminate; and upon notice of termination YOU MUST CEASE ALL USE OF THIS APPLICATION. Additionally, your rights under this Agreement will Terminate Automatically if you fail to comply with any term (s) of this Agreement. All provisions which by their nature would reasonably be expected to survive this Agreement will survive this Agreement.

5. Applicable Law.

This Agreement is governed by and will be construed in accordance with the laws of Canada, its Provinces and Territories, shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement, you expressly consent to (i) the personal jurisdiction of such Courts, and (ii) service of process being effected upon you by registered mail. If any Legal Action is brought by you against C.A.M.S. or its Affiliates, Directors, Officers, Employees, Agents or Customers in connection with this Application, or arising out of this Agreement or any provision hereof, and You are not the prevailing party in such legal action, then you agree to pay the prevailing party's reasonable attorney's fees together with expenses and costs incurred with such action.

6. Assignment.

C.A.M.S. may assign or transfer this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or any part of it or any rights to use the Application, in whole or in part, to any other party, and any attempt to do so shall be void.

7. Force Majeure.

C.A.M.S. will not be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, Criminal acts or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by you.

8 Upgrades And Updates.

From time to time upon request from Registered Users modification and changes to certain areas of the Product and or Products will be performed in accordance to the operation of the Product and or Products.

A time period will be allocated to any modification or change, support Engineers will make Commercially reasonable efforts to Complete the modification or changes as required.

9. Web Site Links.

C.A.M.S. contains links to other web sites. C.A.M.S. IS NOT RESPONSIBLE FOR THE PRIVACY PRACTICES OR CONTENT OF THESE WEB SITES

10. Security.

C.A.M.S. has security measures in place to protect against the loss, misuse and alteration of information under its control.

C.A.M.S. protects secure data with Industry-Standard Firewall and password protection systems, C.A.M.S. periodically reviews

And improves its security and privacy policies as necessary. Only pre-authorized individuals have access to C.A.M.S. servers and information provided by its users

CANADIAN AMERICAN MANAGEMENT SYSTEMS INC.

C.A.M.S. ©

The Software Product or Products available on the Web Site is protected by Canadian Copyright Laws and International Copyright Agreements, as well as Other Laws and Agreements, is supplied by C.A.M.S. The Sole owner of such Product or Products. The Product or Products is Licensed/Licenced Not Sold.

CHANGES TO PAYMENT STRUCTURE OF FEES FOR ALL LICENSED AND REGISTERED USERS

AS OF JANUARY 1ST 2015 THE FEE PAYMENT STRUCTURE WILL BE AS FOLLOWS.

- 1. Payment Method: Bank Email Transfer, Direct Deposit or Cheques Only No other form of Payment will be accepted.
- 2. Clients Making Quarterly Payments will now be making monthly Payments. Invoicing will be sent to you on the 1st day of every month, Receipt of Payment no later than the 15th day of the Invoice date.
- 3. Clients currently making monthly payment will comply with items (1) and (2)
- 4. New Client Requirements: A Three Month Fee must be Paid Upfront as per (1), after the three month period, the monthly Payment requirement will take effect.
- 5. Clients who require Implementation of the Accounting Software** Integration with the C.A.M.S. Programme/Program, must call "Canadian American Management Systems Inc." office for fees and information.
- 6. On site Essential services, please enquire for time schedules and Fees Structure.
- 7. All Taxes are Applicable.
- 8. If you do not agree to these Terms And Conditions, Do not sign this Agreement as it will be considered Null and Void.

I have read and agree with the "Terms And Conditions" this END USER LICENSE/LICENCE AGREEMENT HAS SET FORTH.

** C.A.M.S. Integration with a Independent Accounting Software Co.

CORPORATE ENTITY PARTICIPATION AGREEMENT

BETWEEN

CANADIAN AMERICAN MANAGEMENT SYSTEMS INC.

C.A.M.S. ©

AND

Full Name Of Corporation:		
Address:		
Phone No:	Facsimile:	
Email:		
Dealer No:	R.I.N. No:	
H.S.T. No:		
G.S.T. No:		
Corporate: Authorized Signature		
Dated This: Day Of:	Month. In The Year	
In The City Of	Province	

Please Fill Out Form, Print Two (2) Copies, Sign, return one copy to C.A.M.S. by mail.

Canadian American Management Systems Inc.

3332 Riverset Cres.

Nepean, Ottawa, Ontario.

K2J 0S3

This Agreement is now in effect and supercedes any and all previous Agreements be it Verbal, Written or Otherwise.

By signing this Document You accept all the Terms and Conditions Herewith.