MASTER SERVICES AGREEMENT

360 Visibility Inc.
926 Nashville Rd
Vaughan, ON L0J 1C0

(905) 907-3600

<<CUSTOMER NAME>>
<<Address>>
XXX

This Agreement sets forth the terms and conditions under which 360 Visibility Inc. will furnish to the Customer certain Products and/or Services, as more particularly described in one or more Schedules which refer to this Agreement. As Services or Products are required to be delivered by 360 Visibility Inc., the parties will execute Schedules which shall be governed by the terms of this Agreement and shall set out in detail the Services or Products required. This Agreement is effective as of the date it is accepted by a duly authorized representative of 360 Visibility Inc. Each Schedule shall be effective when signed by the Customer and accepted by 360 Visibility Inc.

1. DEFINITIONS

In this Agreement:

1.1 "Agreement" means this Services Agreement and any Schedule, Statement of Work, addendum or amendment which is signed by the parties and which references this Agreement;

1.2 '"Confidential Information" means any information which either party considers proprietary, which is not generally known to the public and which the disclosing party delivers or communicates to the receiving party in confidence;

1.3 "Hardware" means all computer equipment, supplies and accessories to be acquired by the Customer directly from the manufacturer or reseller;

1.4 "Materials" means all user manuals, reference manuals, training manuals and other printed materials in respect of any Software;

1.5 "Products" means the Hardware, Software and Materials to be acquired by Customer as more particularly described in a Schedule. In this Agreement, any Products manufactured or published by 360 Visibility Inc. or bearing the 360 Visibility Inc. name are referred to as "360 Visibility Inc. Products" and any other Products are referred to "Third Party Products". The term "Products" when used alone shall refer to both 360 Visibility Inc. Products and Third Party Products;

1.6 "Schedule'· means a supplementary agreement, or Statement of Work describing in detail the Services to be performed, the Products to be acquired by Customer and/or the amounts to be paid by the Customer;

1.7 "Services" means the services to be provided by 360 Visibility Inc. pursuant to this Agreement as more particularly described in each Schedule; and

1.8 "Software" means any computer software to be acquired by Customer.

2. PRODUCTS AND SERVICES

2.1 Products. The Customer will purchase and license any 360 Visibility Inc. Products listed in a Schedule from 360 Visibility Inc., and 360 Visibility Inc. will sell and license Products to Customer, in accordance with the terms of this Agreement and each applicable Schedule. 360 Visibility Inc. Products will be licensed to Customer upon the terms set out in the then-current 360 Visibility Inc. License Agreement. Third Party Software and Materials listed in a Schedule will be licensed to Customer upon the terms set out in the third party's then-current standard license agreement, a copy of which will be provided to Customer at or prior to the time of delivery of the Software. Hardware will be purchased or leased by Customer under a separate agreement with the manufacturer or reseller and will not be provided by 360 Visibility Inc.

2.2 Services. 360 Visibility Inc. will perform and the Customer will accept the Services, in accordance with the terms of this Agreement and each Schedule.

2.3 Change Control. If the Customer wishes at any time to request a change in the Services, or if Customer requests 360 Visibility Inc. to provide professional services outside the scope of the Services specified in the Schedule, the Customer's project manager will, unless otherwise specified in the Schedule, prepare a written change request. 360 Visibility Inc. will evaluate and respond to any change request as quickly as 360 Visibility Inc. commitments to the Customer and others permits and will advise Customer in writing of any impact on the cost of and delivery schedule for any Services or Products as a result of any proposed change. Customer and 360 Visibility Inc. will negotiate in good faith any changes to costs or delivery schedules arising from a requested change in Services. Upon confirmation from Customer's project manager, 360 Visibility Inc. will proceed with the change, at the price and upon the terms agreed upon and the applicable Schedule shall be deemed to be amended accordingly.

2.4 Delays. If the timetable for performance of any Services is delayed as a result of a delay by 360 Visibility Inc or the Customer in the performance of its responsibilities in a Schedule; an event of force majeure; or a change in the scope of Services or Products to be provided, then the timetable for performance of any Services shall be extended for the period of time that the Services have been delayed as a result of such events.

360 Visibility Inc. and the Customer shall perform and deliver the Services within the dates set out in the Schedules and agrees to the following provisions:

(i) 360 Visibility Inc. or the Customer shall notify each other as soon as it believes that it will not be able to achieve the timetable set in any Schedule and shall use all available resources, at its expense to ensure that the Services are delivered, in accordance with the Schedules within 20 business days from the applicable date,

(ii) if the applicable date is not achieved within 20 business days as set out in the timetable, either party shall retain third parties as necessary to ensure the timetable is achieved as soon as possible; provided that the costs of retaining such third parties shall be borne by the party whose default or delay necessitated such engagement, or where both parties have contributed to the delay, such costs shall be apportioned equitably based on the degree of fault of each party; provided, however, if any timetable is not achieved within 45 business days either party shall have the right to terminate this Agreement."

2.5 Cooperation. The Customer shall cooperate with 360 Visibility Inc. in the performance of the Services hereunder, including, without limitation, providing 360 Visibility Inc with reasonable facilities and timely access to data, information and personnel of the Customer. The Customer shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to 360 Visibility Inc. hereunder. The Customer acknowledges and agrees that 360 Visibility Inc's performance is dependent upon the timely and effective satisfaction of the Customer responsibilities hereunder and timely decisions and approvals of the Customer in connection with the services. 360 Visibility Inc shall be entitled to rely on all decisions and approvals of the Customer. Without limiting the foregoing, Customer shall ensure that any data, records, or files provided to 360 Visibility Inc. for any purpose under this Agreement including testing, configuration,

migration rehearsal, system validation, or demonstration are fully anonymized, pseudonymized, or synthetically generated such that no Personal Information (as defined under the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 ("PIPEDA")) is included. Customer represents and warrants that it shall not provide 360 Visibility Inc. with live Personal Information or production data under any circumstances. 360 Visibility Inc. bears no liability for the content or sensitivity of any data provided to it by Customer, and Customer shall indemnify 360 Visibility Inc. against any claims, damages, or regulatory penalties arising from Personal Information contained in any data provided by Customer, whether or not such data was identified as anonymized.

3. INSTALLATION AND DELIVERY, ACCEPTANCE

3.1 Delivery. If required in a Schedule to take responsibility for delivery, 360 Visibility Inc. will use reasonable efforts to deliver all Products on or before the delivery date specified in the applicable schedule, if any 360 Visibility Inc. is not responsible for any delay in delivery of any Products. In the event of a delay, 360 Visibility Inc. will advise Customer as soon as possible of a new delivery date.

3.2 Shipping. Unless otherwise specified in the applicable Schedule, Customer is responsible for all costs of shipping the Products to its designated installation location. If requested by the Customer, 360 Visibility Inc. will arrange for shipment at Customer's expense. All risk of loss or damage to Products passes to Customer upon delivery of the Products to the 'carrier. 360 Visibility Inc. will not be responsible for any loss or damage during shipment, however caused. Customer will promptly inspect all Products upon delivery and report any damage or shortages to the carrier.

3.3 Installation. Unless installation is specified as a Service to be provided by 360 Visibility Inc. Customer is responsible for installing all Products at the specified Customer site, in accordance with the applicable installation guidelines for the Products. If Products are to be installed by 360 Visibility Inc. Customer will ensure that each item of Hardware is placed in the location where it is to be installed and that each item of Software which has not been installed prior to delivery is located with the Hardware on which it is to be installed,

3.4 Customer Responsibilities. Customer will perform the Customer responsibilities specified in each Schedule and shall, in any event

(i) carry out reviews and respond to requests for approval and information on a timely basis;
(ii) ensure that at least one Customer representative is present at all times during regular business hours to provide such information and assistance as 360 Visibility Inc. may require in connection with the delivery and installation of the Products;
(iii) provide 360 Visibility Inc. with timely and accurate information and documentation, as reasonably required by 360 Visibility Inc. to perform the Services;
(iv) make available to 360 Visibility Inc., personnel familiar with Customer's requirements and with the expertise necessary to permit 360 Visibility Inc. to undertake and complete the Services;
(v) unless site preparation is specified as a Service to be provided by 360 Visibility Inc., prepare its site for installation of the Products, in accordance with the applicable site specifications for the Products;
(vi) maintain a proper operating environment for the Products and enter into and maintain in good standing an agreement for the maintenance and support of the Third Party Products;
(vii) provide a safe area for 360 Visibility Inc. to perform any Services required to be performed on Customers site;
(viii) unless specified in the applicable Schedule, provide for all power, environmental requirements, supplies, cabling, communications facilities, and all other equipment and facilities Services Agreement required to install and operate the Products;
(ix) regularly back up files and all data; and
(x) develop procedures for and conduct any acceptance tests, unless specified as a 360 Visibility Inc. responsibility in a Schedule.

3.5 Environment Access Restrictions and Data Requirements. 360 Visibility Inc. shall perform all Services including configuration, implementation, integration, data migration rehearsal, system validation, user acceptance testing, and training exclusively within non-production environments. 360 Visibility Inc. shall have no access to Customer's production environment or live operational systems at any time, and shall not request such access. All promotion, deployment, cutover, and release of any configuration, code, or system change to Customer's production environment is the sole responsibility of Customer's authorized personnel. Customer is responsible for provisioning and providing timely access to all non-production environments required for the Services; any delay in such provisioning constitutes a Customer caused delay under Section 2.4. Prior to commencing any technical work in a given environment, 360 Visibility Inc. and Customer shall jointly confirm in writing that the environment contains no live Personal Information or production data. 360 Visibility Inc. shall have the right to refuse access to, or use of, any environment or data set that it reasonably believes contains live Personal Information, without penalty or default.

3.6 Acceptance. Customer is responsible for ensuring that all Services performed and Products are accurate, meet Customer's requirements and conform to the applicable Schedule.

3.7 Replacements and Corrections. If Customer reports a deficiency or non-conformance in any Product, 360 Visibility Inc. will refer the matter to the supplier of the Product and request that the supplier correct or replace the Product and redeliver it to Customer. 360 Visibility Inc. is not liable for the performance of any third party supplier under this section.

4. CHARGES AND PAYMENT

4.1 Payment. Customer will pay 360 Visibility Inc. the amounts specified in each Schedule, in accordance with the payment schedule set out therein.

4.2 Expenses. Customer will reimburse 360 Visibility Inc. for all out-of pocket expenses relating to the Services, including without limitation all travel, lodging and meals incurred by 360 Visibility Inc. personnel required to perform services at a location other than their normal place of work. Mileage will be charged at a rate of $0.73 per kilometer from our office. Our professional fees include a Technology & Administrative Support Fee. This fee helps cover the cost of maintaining and enhancing the advanced technology infrastructure and operational support systems that enable us to deliver secure, efficient, and seamless service. Specifically, it contributes to essential services and tools that would otherwise not be directly available to clients, including Microsoft Advanced Escalation Support, Remote Support Systems, Monitoring Tools, AI Copilot Studio Platform, online collaboration platforms, conference and remote communication systems, courier services, and other administrative and operational support costs associated with service delivery. To simplify administration and improve efficiency, these technology and support-related costs are billed as a flat fee equal to 6% of professional service fees, rather than itemized separately.

4.3 Invoicing. Unless otherwise specified in the Schedule, 360 Visibility Inc. will invoice Customer for Products upon shipment and will invoice Customer bi-weekly for Services performed and expenses incurred during that week. Customer will pay all invoices within 30 days of the invoice date.

4.4 Currency. Unless otherwise specified in the Schedule, all amounts will be invoiced in Canadian dollars. If expenses are incurred in any other currency, then such amounts will be converted to Canadian dollars at the spot rate of exchange quoted by 360 Visibility Inc.'s principal bankers on the date the invoice is issued.

4.5 Interest on Overdue Amounts. If any invoiced amount is not paid by Customer within 30 days of the invoice date, Customer will pay 360 Visibility Inc. interest on the invoiced amount from the invoice date until the date of payment in full, at a rate of 1.5% per month (which is equivalent to 18% per annum). In addition to any other remedy available to 360 Visibility Inc. in law or under this Agreement, 360 Visibility Inc. will be entitled to suspend Services or delay delivery of Products under any current Schedule until Customer pays all overdue invoices and Services Agreement outstanding interest.

5. TAXES

All sales, use or goods and services taxes, customs duties or similar levies of any kind arising with respect to any Services or Products are the sole responsibility of and will be paid by Customer. To the extent that 360 Visibility Inc. is required to collect and remit such taxes, they will be shown on the applicable invoice; however, failure of 360 Visibility Inc to invoice any tax shall not relieve Customer of its obligation to pay the tax.

6. PROPRIETARY RIGHTS

6.1 Ownership of Software and Materials.

a) 360 Visibility Inc. Technology. 360 Visibility Inc. and its contracted affiliates and subcontractors have created, acquired or otherwise have rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various intellectual, industrial and other property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "360 Visibility Inc. Technology").

b) Ownership of Deliverables. For purposes of this engagement, "Deliverables" shall mean all work product first created by 360 Visibility Inc. for delivery to the Customer in connection with the Services provided hereunder, but shall not include any third-party software or related documentation licensed directly to the Customer from a third party, or any modifications or enhancements thereto or derivatives thereof. Subject to the Customers' full and final payment to 360 Visibility Inc. hereunder, 360 Visibility Inc. shall (i) transfer, assign and convey to the Customer all right, title and interest in and to the Deliverables (except for any 360 Visibility Inc. Technology contained therein), and (ii) grant to the Customer a non-exclusive, royalty-free, worldwide, perpetual, non-transferable license to use, for the Customers' internal business purposes, any 360 Visibility Inc. Technology contained in the Deliverables. For greater certainty, all new specially designed and developed computer interfaces, programs, codes and reports (the "Custom Computer Code") as identified in writing by 360 Visibility Inc. and the Customer (including but not limited to any Custom Computer Code or augmented using software-package specific programming language) shall be for the exclusive use of the Customer.

c) Ownership of 360 Visibility Inc. Property. To the extent that 360 Visibility Inc. uses any 360 Visibility Inc. Technology or any other intellectual, industrial or other property in connection with the performance of its services, 360 Visibility Inc. shall retain all right, title and interest in and to such property, and, except for the license expressly granted in Section 4(b), the Customer shall acquire no right, title or interest in or to such property.

7. WARRANTIES AND LIMITATION OF LIABILITY

7.1 Product Warranty. 360 Visibility Inc. warrants that all 360 Visibility Inc. Products will perform substantially in accordance with the documentation therefore, for a period of 90 days following delivery of the Product. If any 360 Visibility Inc. supplied Product fails to perform in accordance with 360 Visibility Inc. published specifications or the specifications contained in the applicable Schedule within the warranty period, 360 Visibility Inc. will, at its option, repair or replace the 360 Visibility Inc. Product at no charge to Customer. 360 Visibility Inc. does not provide any warranties or conditions whatsoever with respect to any Third Party Products.

7.2 Services Warranty. 360 Visibility Inc. warrants that it will perform the services hereunder in a manner that is consistent with industry consulting practices. 360 Visibility Inc. disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and/or fitness of the services or the Deliverables for a particular purpose. The Customers exclusive remedy for any breach of this warranty shall be for 360 Visibility Inc., upon receipt of written notice, to use reasonable efforts to cure such breach, or, failing any such cure in a reasonable period of time, to return the professional fees paid to 360 Visibility Inc. hereunder with respect to the services giving rise to such breach as set out in Section 7.4.

7.3 No Implied Warranties. Except as expressly set forth in this Agreement, 360 Visibility Inc. makes no representations, warranties or conditions. express or implied, statutory or otherwise, or arising in law or from a course of dealing or usage of trade, including but not limited to any warranty or condition of merchantable quality or fitness for a particular purpose, infringement or otherwise with respect to any Services or Products. 360 Visibility Inc. Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Customer. . 360 Visibility Inc. does not represent or warrant that the Products will be capable of achieving any particular result or results in Customer's business or operations. Except as expressly stated otherwise in this Agreement, Products are provided and licensed on an "as is" basis without warranty or representation of any kind. No representation or other affirmation of fact including but not limited to statements regarding performance of Products or storage media, which is not contained in this Agreement, shall be deemed to be a warranty by 360 Visibility Inc. 360 Visibility Inc. does not warrant that any Software will operate uninterrupted or error free or that all errors can or will be corrected.

7.4 Limited Liability. **360 Visibility Inc.'s entire liability and Customer's exclusive remedy with respect to this Agreement shall be as follows:** 360 Visibility Inc.'s liability for damages for any cause and regardless of the form or cause of action, whether in contract or in ·tort, including fundamental breach or negligence, shall be limited to Customer's direct damages and shall not exceed, in the aggregate, the amounts paid by Customer to 360 Visibility Inc. under this Agreement with respect to the Services or 360 Visibility Products giving rise to the damages. In no event will 360 Visibility be liable for any punitive, indirect, incidental, special or consequential damages suffered by Customer or any other person, including without limitation, failure to realize expected savings, any loss of revenues or profits, loss of data, loss of computer time, or any other commercial or economic losses, even if 360 Visibility Inc. has been advised of the possibility or likelihood of such damages. 360 Visibility Inc. shall not be liable for the repair of damage to, or the replacement or restoration of, any Software or data files.

7.5 Customer Obligations. Customer assumes sole responsibility for the use of the Products and any information entered, used and stored thereon, including, without limitation, protection of data from viruses, or any unintended modification, destruction or disclosure, and for the accuracy and integrity of the results from the use of the Products. 360 Visibility Inc. assumes no responsibility for Customer's negligence or failure to protect data from viruses, or any unintended modification, destruction, or disclosure.

7.6 Limitation Period. No action, regardless of form, arising out of or in relation to this Agreement or any Services or Products may be brought more than 2 years after the completion of the Services or the delivery of the Products to which the action relates

7.7 Project Risks. Customer acknowledges that all client/server or hosted software is inherently complex in nature and therefore involves a variety of issues in implementation. Software anomalies are a normal part of the process of implementation and therefore Customer can expect some project delays relating to problem solving, issue identification and research into appropriate courses of action regarding corrections. 360 Visibility Inc. will work closely with the manufacturer of the software, but, since it does not develop the software and does not have access to the vendor's software code, 360 Visibility Inc. cannot always control the timing of the correction of bugs or the vendor's timing in responding to bugs and other related support problems. 360 Visibility Inc. will document all issues in its Issues Database and provide these to the project team on an ongoing basis.

7.8 Non-Solicitation. During the term of the engagement and for a period of (2) year thereafter, neither party nor its subsidiaries or affiliated companies will (a) employ or hire, nor engage as a consultant or subcontractor, any employee or subcontractor of the other or any of its affiliates, (b) solicit any employee or subcontractor of the other or of any of its affiliates to become an employee of, or consultant or subcontractor to, the other or any of its affiliates, or (c) recommend or

suggest to any other person or entity that it so solicit, employ, hire, or engage any such employee or subcontractor without the other's prior written consent.

In the event of any breach of the foregoing provisions, the aggrieved party shall be entitled to be paid, on demand, as liquidated damages and not as a penalty, an amount equal to the annualized base salary plus 30% including any other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment or engagement with the aggrieved party or its affiliates.

8. CONFIDENTIAL INFORMATION

8.1 Hold in Confidence. Each party agrees to hold all Confidential Information of the other party in confidence and not to use any Confidential Information other than as expressly permitted by this Agreement. Neither party will disclose any Confidential Information of the other without the prior written consent the disclosing party, other than to those employees, agents, subcontractors or representatives of the receiving party who have a need to know such Confidential Information for the purposes of carrying out its obligations under this Agreement. All employees, agents, subcontractors or representatives who have access to Confidential Information will be required to execute a confidentiality agreement containing restrictions on the use and copying of the Confidential Information and confidentiality and trade secret provisions equivalent to those contained in this Section 8.

8.2 Safeguard Information. Each party agrees to take all actions reasonably requested by the other party to protect its Confidential Information and to use the same degree of care to safeguard the Confidential Information as the receiving party uses for its own confidential information.

8.3 Exceptions. No obligations of confidence under this Agreement shall extend to information which is:

(i) publicly available;
(ii) independently developed by the receiving party;
(iii) already in the possession of the receiving party;
(iv) lawfully received from a third party; or
(v) required to be disclosed by government or court order or other legal process, provided that the receiving party will take all reasonable steps to permit the disclosing party to prevent or limit such disclosure.

8.4 No PIPEDA Processor Obligations. The parties acknowledge that, by virtue of 360 Visibility Inc.'s obligation under Section 3.5 to work exclusively in non-production environments with anonymized data, 360 Visibility Inc. is not a "service provider" or "data processor" with respect to Customer's Personal Information under PIPEDA. Accordingly, 360 Visibility Inc. assumes no obligations as a data processor under PIPEDA in connection with this Agreement. In the event that any future engagement requires 360 Visibility Inc. to act in such a capacity, the parties shall negotiate and execute a separate Data Processing Agreement prior to the commencement of any such activity. Nothing in this Agreement constitutes consent to such processing absent a signed Data Processing Agreement.

9. TERM AND TERMINATION

9.1 Term. The term of this Agreement shall begin when it *is* accepted by 360 Visibility Inc. and will continue for as long as any Schedule remains in effect. The term of each Schedule will begin when it is accepted by 360 Visibility Inc. and will continue until the earlier of:

(i) the expiry date specified in the Schedule;
(ii) the date the Products or Services described therein have been accepted or completed, as the case may be, and all amounts owing with respect thereto have been paid; and
(iii) the date it is terminated in accordance with this Agreement.

9.2 Remedies. If Customer is in breach of any obligation under this Agreement, including but not limited to any payment obligations, 360 Visibility Inc. has the right, at its sole discretion to:

(i) suspend delivery of any Products or performance of any Services until all amounts are paid in full or such breach is remedied to 360 Visibility Inc.'s satisfaction; and
(ii) terminate this Agreement and each outstanding Schedule, immediately upon written notice to Customer if payment is not made or the breach remedied within 30 days following written notice thereof to Customer.

9.3 Payment on Termination. Upon termination of any Schedule, 360 Visibility Inc. will cancel any outstanding Product orders and discontinue all Services thereunder and invoice Customer for all Services performed and Products delivered prior to the date of termination. Upon payment by Customer of all amounts owing to 360 Visibility Inc., 360 Visibility Inc. will deliver to Customer all Products and work in progress in 360 Visibility Inc.'s possession as of the date of termination.

10. INDEMNITY

Customer: Customer will indemnify and hold harmless 360 Visibility Inc. from all claims, damages, liabilities, costs, and expenses arising out of:
(i) the use or possession of any Products by Customer or a third party;
(ii) authorized use or copying by 360 Visibility Inc. of any information or material supplied by Customer;
(iii) compliance by 360 Visibility Inc. with Customer instructions or specifications;
(iv) authorized use, possession, or copying of Products by third parties who acquired them from Customer;
(v) any claims by any end user or customer of Customer.

360 Visibility Indemnity: To the extent permitted by law, 360 Visibility Inc. shall indemnify and hold harmless the Customer, its affiliates, directors, officers, employees, and agents from any claims, damages, losses, liabilities, costs, and reasonable legal fees arising directly from:
(a) Proven negligence or willful misconduct by 360 Visibility Inc. or its personnel in performing the Services;
(b) Breach of confidentiality or privacy obligations by 360 Visibility Inc.; or
(c) Intellectual property infringement claims arising solely from custom deliverables created by 360 Visibility Inc. specifically for the Customer.

360 Visibility Inc. shall have no obligation to indemnify the Customer for claims arising from:

Third-party products or services, including Microsoft software or cloud services;

Customer's own actions, misuse, or instructions;

Consequential, indirect, incidental, punitive, or special damages, including loss of profits, revenue, or data.

360 Visibility Inc.'s indemnification obligations under this Section shall not exceed the amounts paid by Customer under this Agreement with respect to the Services or Products giving rise to the claim.

11. GENERAL

11.1 Force Majeure. Neither party shall be liable for any delay or failure in performance, except the payment of money, resulting from acts beyond the control of such party, including, but not limited to Acts of God, acts of war, fire, flood, or other disaster, act of government, strike, lockout, communication line or power failures.

11.2 Laws. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding that body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Customer consents and attorns to the jurisdiction of the courts of such province,

11.3 Assignment. Customer shall have no right to assign or transfer this Agreement without the express written permission of 360 Visibility Inc. 360 Visibility Inc. may assign this Agreement to any affiliated company upon written notice to Customer.

11.4 Notices. Any notice required or permitted to be sent under this Agreement shall be sent to the addresses specified on the face hereof by hand, facsimile, or prepaid registered mail return receipt requested. Notice sent by hand shall be effective when delivered, notice by facsimile shall be effective when transmitted, and notice

sent by registered mail will be deemed effective on the third day following mailing, except in the case of a mail strike or disruption of postal services. In the case of an actual or apprehended mail strike or disruption of postal services, notice shall be delivered only by hand (and shall be signed for by the recipient) or by courier service.

11.5 Complete Agreement. This Agreement and any Schedule initialed or signed by both parties and referencing this Agreement contains the complete and exclusive statement of the Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind, whether oral or written. No oral or written representation that is not expressly contained in this Agreement is binding on 360 Visibility Inc..

11.6 Severability. If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

11.7 Amendment. No provision of this Agreement shall be amended, altered or waived except by a further written agreement between the parties. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or as a waiver of the same provision on another occasion.

11.8 Survival. In the event of the termination or expiration of this Agreement, the provisions of Section 6, 7, 8, 9 and 10 shall remain in full force and effect, until such time as the parties mutually agree to the release of the terms thereof.

11.9 Subcontract. Customer acknowledges that 360 Visibility Inc. may subcontract or assign all or part of its rights and obligations under this Agreement or a specific Schedule provided, however, that 360 Visibility Inc. shall remain responsible for all terms and conditions of this Agreement.

11.10 Language. The parties have agreed that this Agreement and other communications delivered with respect to this Agreement be expressed in the English language. Les parties ant exige que la presente convention ainsi que taus documents s'y rattachant soient rediges dans la langue anglaise.

11.11 Schedules. The following Schedules are attached to and form part of this Agreement:

11.12 Priority. In the event of a conflict between the terms of the general terms in the main body of this Services Agreement and the specific terms in the Statement of Work, the specific terms of Statement of Work shall prevail to the extent necessary to resolve such conflict.

11.13 Use of the Customer Name. 360 Visibility Inc. may use the name of the Customer and refer to the performance of the services without disclosing any confidential information, in marketing and publicity materials, as an indication of its experience, and in its internal data systems.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DAY OF _____

<<CUSTOMER NAME>>

Signature: _____

Name: _____

Title: _____

Date: _____

360 Visibility Inc.

Signature: _____

Name: _____

Title: _____

Date: _____