

Intekron

SOURCE CODE AND PROGRAM LICENSE AGREEMENT

between

Intekron Ltd.
6887 Yarrow Ave.
Mississauga, Ontario
Canada L5N 7A1

and

Licensee

Street Address

City

State

Zip

Telephone

3 easy steps to order the source code:

1. Read and understand this source code license and program license agreement.
2. Fill out and sign the agreement.
3. Mail it back to us so we can process your order.

If you have any questions, please contact sales at sales@genieworks.ca.

1. DEFINITIONS

1.1. “Licensee” shall mean _____, “Intekron” shall refer to Intekron Ltd.

1.2. “Licensed Software” shall mean Intekron’s Easy Street V3.0 Visual Basic source code provided by Intekron.

2. GRANT OF RIGHTS

2.1. License. Intekron hereby grants the Licensee herein a restricted license to use, modify, and/or prepare derivative works of the Licensed Software subject to the following conditions:

2.1.1. This license is non-transferable and is not exclusive.

2.1.2. The licensee’s use of the Licensed Software source code is expressly restricted to Licensee’s own internal business purposes. It is understood and agreed by the parties hereto that the purpose of this license is to facilitate the Licensee’s use of the Easy Street V3.0 software by providing a copy of the source code for such software. The source code shall nevertheless remain the sole and exclusive property of Intekron as shall all products derived therefrom.

2.1.3. The Licensee shall not copy, distribute or disclose the source code to any other party, person or entity, including its own subsidiary and/or related companies without the express written consent of Intekron.

2.1.4. The other terms and conditions set forth in this Agreement.

2.1.5. The Licensee expressly agrees that any violation of this Agreement shall result in the termination of this license and will subject the Licensee to damages as set forth in paragraph “6.3” of this Agreement.

2.2. Third Party Contractors. In the event that the Licensee engages a third party (hereto referred to as the “Contractor”) to consult with the Licensee and/or examine and/or modify the software and/or source code, the Licensee shall first require the Contractor to execute a confidentiality agreement which runs for the benefit of Intekron and is in a form acceptable to and approved by Intekron. The Contractor shall be limited to the same terms and conditions as set forth in this Agreement and shall further agree as follows:

2.2.1. The Contractor waives all claims against Intekron Ltd. as well as its subsidiaries and related companies and agrees that its sole remedy shall be against the Licensee.

2.2.2. Contractor shall agree to the same responsibilities and obligations and other restrictions pertaining to the use of Licensed Software as those undertaken by Licensee under this Agreement.

2.2.3. Contractor may not retain any copy of the Licensed Software or any modification or derivative work thereof and, upon completion of the project for which Contractor was permitted access to the Licensed Software or termination of this Agreement, shall (i) all copies of Licensed Software furnished to such Contractor or made by such Contractor and (ii) all copies of any modifications or derivative works made by such Contractor based on such Licensed Software shall be returned to Licensee or destroyed including any copies stored in any computer memory or storage medium, and Contractor’s CPU shall be removed. A writing executed by an officer of Contractor shall be provided to Intekron certifying that the Contractor has returned or destroyed all copies of the Licensed Software in its possession or control.

2.2.4. The Contractor acknowledges that it has not obtained any proprietary interest in the software and/or source code, nor in any derivative work. Intekron shall retain all proprietary rights therein.

2.3. Indemnity. Licensee shall be solely responsible for, and shall indemnify and hold Intekron free and harmless from any and all claims, damages or lawsuits (including Intekron's attorney's fees) arising out of the acts of Licensee or its employees, agents or Contractors.

2.4. Reservation. Intekron reserves all rights and licenses not expressly granted to Licensee.

3. ADDITIONAL OBLIGATIONS

3.1. Delivery. Within a reasonable time after Intekron receives the fee specified in Exhibit A for a Licensed Software, Intekron will furnish to Licensee one (1) copy of such Licensed Software in the form identified in Exhibit A. Additional copies of Licensed Software covered by this Agreement will be furnished to Licensee after receipt of the then-current license fee for each such copy.

3.2. Customer Support. Intekron shall not provide Licensee with support for the Licensed Software.

4. PAYMENT TERMS

4.1. Payment. Upon execution of the Agreement, Intekron will invoice Licensee for applicable fees shown on the face of this Agreement. In addition, Intekron shall invoice Licensee for additional Licensed Software ordered by Licensee for any other amounts due to Intekron hereunder as such amounts are incurred. Licensee agrees to pay all such invoices in full within thirty (30) days of their receipt. Any amounts due under any invoice not received by Intekron within such thirty (30) day period shall be subject to a service charge of one and one half percent (1-1/2%) per month, or the maximum charge permitted by law, whichever is less.

5. PROPRIETARY RIGHTS

5.1. Licensed Software. Licensee shall not be an owner of any copies of the Licensed Software, but rather, is licensed pursuant to this Agreement to use such copies. Licensee acknowledges and agrees that, as between Licensee and Intekron, all right, title and interest in the Licensed Software and any part thereof, including, without limitation, all rights to patent, copyright, trademark and trade secret rights and all other intellectual property rights therein and thereto, and all copies thereof, in whatever form, including any written documentation and all other material describing such Licensed Software, shall at all times remain solely with Intekron.

5.2. License Modifications. Notwithstanding the foregoing, Licensee shall retain all right, title and interest in and to modifications to the Licensed Software made by Licensee pursuant to the license in Section 2 above, subject always to Intekron's ownership rights in the underlying Licensed Software.

6. CONFIDENTIALITY

6.1. General. Licensee acknowledges to use the Licensed Software under carefully controlled conditions for the purpose set forth in this Agreement, and to inform all employees who are given access to the Licensed Software by Licensee that such materials are confidential trade secrets of Intekron and are licensed to Licensee as such. Licensee shall restrict access to the Licensed Software to those employees and Contractors of Licensee who have agreed to be bound by a confidentiality obligation which incorporates the protections and restrictions substantially as set forth herein, and who have a need to know in order to carry out the purpose of this Agreement. Licensee

agrees to keep a written record of those persons accessing such materials and will store such materials in a secure place with limited access when not in use. Licensee shall be fully responsible for the conduct of all its employees, agents and representatives who may in any way breach this Agreement.

6.2.Notification. Licensee agrees to notify Intekron in the event of any breach of its security under conditions in which it would appear that the Licensed Software were prejudiced or exposed to loss. Licensee shall, upon request of Intekron, take all other reasonable steps necessary to recover any compromised trade secrets disclosed to or placed in the possession of Licensee by virtue of this Agreement. The cost of taking such steps shall be borne solely by Licensee.

6.3.Remedies.

1.1.1. The Licensee hereby acknowledges, stipulates and agrees that any breach of this Agreement by it, any Contractor it retains and/or by any third party under its control shall cause immediate and serious irreparable harm to Intekron.

Therefore, the Licensee hereby consents to the issuance of an immediate injunction and other equitable relief to Intekron, in addition to ordinary and exemplary monetary damages.

7.LIMITED WARRANTY

7.1.Intekron warrants for a period of ninety (90) days from delivery, that any magnetic medium on which portions of Licensed Software are furnished will be free under normal use from defects in materials, workmanship or recording. If such a defect appears within such warranty period Licensee may return the defective medium for replacement without charge. Replacement is Licensee's sole remedy with respect to such defect. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, Intekron MAKES NO WARRANTIES, CLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.TERMINATION

8.1.Termination. This Agreement is effective until terminated. Upon prior written notice, either party may terminate this Agreement if the other party becomes insolvent, ceases doing business, files a petition in bankruptcy or is subject to the filing of an involuntary petition for bankruptcy which is not rescinded within a period of forty-five (45) days, or fails to cure a material breach of any term or condition of the Agreement within thirty (30) days of receipt of written notice specifying such breach. In addition, Licensee may terminate this agreement upon ninety (90) days notice to Intekron.

8.2.Effect of Termination. Upon termination of this agreement for any reason, Licensee shall immediately discontinue use of the Licensed Software and certify in writing, within ten (10) days, to Intekron, that all copies of the Licensed Software, in whole or in part, in any form, have either been returned to Intekron or destroyed in accordance with Intekron's instructions. All payments made by Licensee to Intekron hereunder are non-refundable.

8.3.Survival. The provisions of sections 5,6,7 and 10 shall survive termination of this Agreement.

9.INDEMNIFICATION

9.1.Intekron agrees, at its own expense, to defend or at its option to settle, any claim brought against Licensee on the infringement of any Canadian patent, copyright, trade secret or trademark of any third party ("Indemnified Right") by the Licensed Software as used within the scope of this Agreement, provided that Licensee provides Intekron with (i) prompt written notice of such claim, (ii) authority to proceed as contemplated herein

and (iii) proper and full information and assistance to settle and/or defend any such claim. If a final injunction is entered, or Intekron believes, in its sole discretion, is likely to be entered prohibiting Licensee from exercising its rights to use the Licensed Software granted hereunder, Intekron may, at its sole option and expense, either: (i) procure for Licensee the right to use the Licensed Software as provided herein, (ii) replace the Licensed Software with other non-infringing products, (iii) suitably modify the Licensed Software so that they are not infringing, or (iv) accept return of the Licensed Software and refund the amortized value of such Licensed Software to Licensee. Intekron will not be liable for any costs or expenses incurred without its prior written authorization.

9.2. Notwithstanding the provisions of section 9.1 above, Intekron assumes no liability for infringement claims arising from (i) combination of the Licensed Software with other products not provided by Intekron, but not covering the Licensed Software standing alone, or (ii) the modification of the Licensed Software unless such modification was made by Intekron.

9.3. THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATION OF Intekron, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT TRADE SECRET TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT BY THE LICENSED SOFTWARE.

10. LIMITATION OF LIABILITY

10.1. INTEKRON'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS RECEIVED BY Intekron BY LICENSEE UNDER THIS AGREEMENT.

10.2. IN NO EVENT SHALL Intekron HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, OR OTHERWISE ARISING UNDER ANY COVER OF ACTION AND WHETHER OR Intekron HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

2. MISCELLANEOUS PROVISIONS

2.1. Governing Law. This Agreement shall be interpreted and governed by the laws of the province of Ontario, without reference to conflict of laws principles.

2.2. Jurisdiction. For any disputes arising out of this Agreement the parties consent to the personal and exclusive jurisdiction of, and venue in, the provincial or federal court within Ontario, Canada.

2.3. Entire Agreement. This Agreement constitutes the entire and exclusive Agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous registrations, agreements, commitments and writings in respect thereof.

2.4. Modification. No modification to this Agreement, nor any waiver of rights, shall be effective unless assented in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

2.5. Assignment. This Agreement and the use of the Licensed Software provided hereunder are not assignable without the prior written consent of Intekron. Any

attempt at assignment without such consent shall be null and void and of no force and effect.

2.6. Governmental Consent. Licensee represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution and delivery of this Agreement.

2.7. Severability. If any provisions of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate, in good faith, any term held invalid and to be bound by the mutually agreed substitute provision.

2.8. No Waiver. The failure of Intekron to enforce any term or condition of this Agreement shall not constitute a waiver of Intekron's rights to enforce subsequent breaches of any term or condition under this Agreement.

2.9. Notices. Any notices required to be given under this Agreement shall be in writing and addressed to the respective party at the address shown on the face page of this Agreement or such other address as may be provided by each party from time-to-time. Notices shall be effective when received and shall be sent by certified or registered mail, return receipt requested or by overnight courier.

Intekron Ltd. and Licensee each hereby acknowledge that they have read and understand the terms of this Source Code License Agreement (“Agreement”), and that by signing below they become parties to the Agreement and agree to be bound by all terms, conditions and obligations contained therein.

Licensee

By:

Print Name:

Title:

Date:

Exhibit A

<u>PRODUCT</u>	<u>Cost</u>
Easy Street V3.0 Source Code for EZStreet.dll	\$599.00
Easy Street Program License	\$0.00
 TOTAL	 \$599.00