

NEXENT MAINTENANCE AND SUPPORT - MIRACLE SERVICE™

This Agreement is between you, the user (the "Licensee") who has previously licensed Miracle Service™ (the "Licensed Product") under a separate Nexent Innovations End User License Agreement, and Nexent Innovations Inc. (1290 Central Pkwy W. Suite 1100, Mississauga ON L5C 4R3) ("Nexent") for maintenance and support services (the "Support Services").

Licensed Products: The Licensed Products forming Miracle Service may include any or all of the following:

- Miracle Service™ Software
- Associated Documentation (physical media or electronic)

Term: Support shall be provided at no cost for the first thirty (30) days following delivery of the Miracle Service software. Thereafter it will be extended on either monthly or annual terms (as set forth in the purchase order, order confirmation or sales agreement and subject to any minimum term indicated (the "Minimum Term")) at the support fees set out by Nexent, starting at the later of the expiry of the thirty (30) days and ending when the then current Term expires and Nexent does not receive a renewal fee, or when Nexent terminates this Agreement by giving at least 30 days prior written notice.

Termination: Nexent may immediately terminate this Maintenance and Support agreement without notice upon the occurrence of any of the following events: Licensee fails to comply with any provision of this Agreement; Licensee attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of Nexent; Licensee files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Licensee, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by Licensee of any act or proceeding for the winding up of its business; Licensee fails to pay the Maintenance and Support Services fees by due date; or the Nexent End-User License Agreement for the Licensed Product has been terminated.

Licensee may terminate this Agreement without cause after the Minimum Term is completed upon thirty (30) days written notice to Nexent, however, in such event, all prepaid fees paid hereunder are non-refundable.

Reinstatement: If this Agreement is terminated, a Reinstatement Fee shall be assessed if Licensee seeks to reinstate a Maintenance and Support Agreement. The Reinstatement Fee is calculated from the date the Maintenance and Support Agreement was terminated to the date that Support Services are reinstated.

Contact Information: Nexent will provide email and telephone support through the following contacts:

- a. Telephone: 1-(877) 263-9368 or (905) 206-1828
- b. Email: support@miracleservice.com

Language: Support Services will be provided in English only.

Support Hours: Support Services are provided Monday to Friday 9am to 5pm Eastern Time excluding Ontario Statutory holidays.

Licensee Contacts: Support Services are provided to designated technical personnel employed by or contracted by the Licensee. At time of purchase the Licensee shall provide to Nexent a list of up to 2 technical contacts that may request the Support Services. The Licensee may amend that list from time to time.

Releases: Nexent updates its Products through releases. Each release is assigned a version number comprising of four numbers each separated by a period (e.g. 10.0.4.1). The version number can be viewed through the Help About page within each Licensed Product. The format of the version number is as follows:

A.B.C.D where:

- A. Represents a Major Release with significant changes to the Product
- B. Represents a Revision to the release with new features and database changes
- C. Represents a Minor Release with database and associated software/portal affecting changes
- D. Represents a Maintenance Release with non-database affecting changes

Software Maintenance covered under this Agreement includes Maintenance and Minor Releases. This Agreement does NOT include Major or Revision Releases, which may be subject to additional cost at Nexent's discretion.

System Access: If Licensee provides access to its systems for the purpose of performing Support Services, Licensee shall restrict Nexent Support from accessing Licensee's systems outside the Licensed Product's installation. Without limiting the generality of the limitations of liability outlined in this Agreement, Nexent shall not be responsible for any effects its support actions cause to any of the Licensee's systems or data resulting from its ability to access systems other than the Licensed Product.

Exclusions: Custom software engineering assistance and Licensee specific software development is not included in this Agreement. Implementation and training are not included and are separately chargeable.

Supported Systems: Support Services are limited to Licensees running the Miracle Service Licensed Product on supported systems and software listed on the <http://www.miracleservice.com> system requirements web page.

Problem Reporting Checklist: To provide quick and efficient support, the following information should be readily available prior to contacting Support Services:

- Your Name
- Product License or Tracking Number
- Company Name
- Telephone Number
- E-mail Address
- Product Name(s) and Version(s)
- Operating System and Version
- Hardware Platform
- Detailed description of the Product Defect (including any transcripts or error messages that you may have received)

Note - a defect is any error, unexpected result, or incorrect behavior that deviates from the expected result or use as described in the associated product documentation. Architectural modifications in subsequent product releases or failures resulting from the use of undocumented product behavior, or use on unsupported platforms will not be classified as a defect. Products are subject to support only on the platforms explicitly designated on the system requirements web page.

Error Correction: In order to verify a defect or problem report, Nexent may require a small but complete test program that can be compiled and executed consistently in demonstrating the problem. Nexent shall use reasonable efforts to correct any reproducible and material programming error in the Licensed Product with the level of effort reasonably commensurate with the severity of the error. Nexent shall not be responsible for correcting errors not attributable to Nexent. Nexent shall provide error corrections through a Maintenance Release.

Response Time: Nexent Support will use reasonable efforts to respond to all Support Services requests within a reasonable time, with either a solution, or a request for further information to assist it in providing a solution.

Ownership: Any corrections, changes, clarifications, additions or other improvements to the Licensed Product which the Licensee reports to or requests of Nexent are the property of Nexent, unless Nexent explicitly agrees otherwise in writing prior to performing the work.

Licensee Obligations: In connection with Nexent's provision of the Support Services, the Licensee agrees to: (1) maintain the relevant computer system on which the Licensed Product is used and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and in compliance with the minimum system requirements set forth in the Licensed Software documentation, to ensure that any problems reported to Nexent are not due to hardware malfunction; (2) reasonably perform any tests or procedures recommended by Nexent for the purpose of identifying and/or resolving any problems; (3) maintain procedures external to the Licensed Product for reconstruction of lost or altered files, data, or programs; (4) implement in a reasonably timely manner all updates and releases provided by Nexent.

Support Duration: Nexent supports each Major Release of the Licensed Product for a period of twelve (12) months after the issuance of the next Major Release. Support Services for any earlier versions or for other problems not covered under the description of Support Services in this Agreement may be purchased from Nexent at Nexent's then current rates for special technical services. Nexent reserves the right to discontinue Support Services for any Licensed Product with 12 months prior notice.

Governing Law: This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario, Canada, excluding conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby submit to the non-exclusive jurisdiction of the courts of Ontario, and the Federal Court of Canada. Any actions against Nexent must be commenced in the courts of Ontario or the Federal Court of Canada

Privacy: Any personal information on the Licensee's systems viewed by Nexent while performing this Agreement is subject to Nexent's privacy policy, which is available on Nexent's web site.

Interpretation: Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect. Time shall be of the essence in this Agreement.

Waiver: Waiver of any default or breach of this Agreement shall not be construed as a waiver of either a subsequent or continuing default. Termination of this Agreement shall not affect a party's liability by reason of any act, default, or occurrence prior to such termination, nor shall it preclude the non-defaulting party from exercising or pursuing any other right or remedy as may be available to it at law or in equity, including a suit for damages or specific performance.

Entire Agreement: This Agreement, along with any Nexent prepared form of purchase order, order confirmation or sales order relating to the Licensed Product, contains the complete and exclusive statement of the Agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

Limited Warranty: In no event will Nexent or its suppliers or distributors be liable to the Licensee for any direct, indirect, special, punitive or consequential damages (including but not limited to damages for loss of business profits, business interruption and the like), or any other damages arising in any way (even if they have been advised of the possibility of such damages and regardless of the form of action whether in contract, tort, negligence, strict liability, operation of law or otherwise) for any matter relating to this Agreement or the Support Services. In all circumstances, the maximum amount that Nexent or its suppliers or distributors may be held liable for, for any reason whatsoever is the Support Services fee paid by the Licensee for the then current term.

The parties acknowledge that Nexent has set its prices and entered into this Agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the agreement between the parties. They shall apply even if this Agreement is found to have failed in its fundamental or essential purpose or been fundamentally breached.