

CANXXUS

EMERGENCY ROADSIDE CONNECTION SERVICES AGREEMENT

THIS AGREEMENT is between CANXXUS INC. a corporation having its head office at 1351 Speers Road, in the Town of Oakville, in the Province of Ontario.

Hereinafter called "CANXXUS"

-And-

CUSTOMER calling in or emailing to utilize our connection services ("hereinafter called "Customer"). **WHEREAS** Customer desires to utilize CANXXUS, to act as its Provider to connect Customer to Vendors for Emergency Roadside Assistance related service calls in Canada and the United States;

AND WHEREAS CANXXUS desires to perform the function of Emergency Roadside Connection Provider on behalf of Customer by providing telephonic answering services and/or e-mail response services for Customer and customers of Customer requiring the services outlined in this Agreement ("The Base Service").

AND WHEREAS it is expressly understood and agreed that this is an Agreement for Emergency Roadside Connection only, and that CANXXUS has not and will not have any responsibility to provide payment to any Vendor dispatched on behalf of the Customer nor acquire any title, interest or proprietary rights to any of the vehicles unless provided for in this Agreement.

1. DEFINITIONS

In this Agreement:

- a) "Agreement" means this Agreement, all schedules attached, and any amendments made to the foregoing;
- b) "Contact" means each individual interaction between CANXXUS and any third party via phone, email or any other communication medium.
- c) "Event" shall be an inbound request for Emergency Roadside Connection made by Customer or a customer of Customer to CANXXUS.
- d) "Event Rate" means the fee per Event when a Vendor has been dispatched
- e) "Cancellation Fee" shall mean the fee charged once a vendor dispatch has been attempted and subsequently cancelled by Customer.
- f) "Vendor" shall mean a third party dispatched by Canxxus at the request of the Customer.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

2. RATES

Customer agrees to pay CANXXUS the amount and in such format as set out herein.

3. RATE ADJUSTMENTS

The parties recognize that the Rates are based on the current costs in effect at the time this Agreement is entered into and that CANXXUS continues to invest in technology and its costs of operation will fluctuate in the future. The parties agree that the Rates may be subject to adjustment at any time at the sole discretion of Canxxus.

4. INDEMNIFICATION

Customer hereby releases and agrees to indemnify and hold harmless CANXXUS and its affiliates and their respective directors, officers, employees, agents, contractors and assignees (collectively the "Indemnities") from and against any and all losses, damages, injuries, claims, demands, costs and expenses (including legal expenses) of every kind and nature arising in connection with or relating to: a) a breach by Customer of this Agreement or b) any negligent or unlawful act or omission of Customer in the performance of this Agreement. This release and indemnification obligation shall survive the termination or expiry of this Agreement.

5. TIME

Time shall be of the essence of this Agreement. No forgiveness or indulgence of last payment or late performance of any obligation by Customer hereunder shall otherwise operate as a waiver of any of CANXXUS' rights to Customer's obligations hereunder.

6. GOVERNING LAW

This Agreement shall be construed according to the laws of the Province of Ontario for Canadian based Customer and State of New York for US based Customers

7. SEVERABILITY

The provisions, terms and conditions hereof are severable to the extent that only the one which may be contrary to the laws of any jurisdiction shall therein be deemed to be modified to comply with such laws but every other provision, term and condition as set out shall be and remain valid and binding.

8. INTERPRETATION

Any pronoun reference shall be deemed to include such changes in number and gender as comply with the actual identity of the party referred to. Paragraph headings are for identification only.

9. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns provided that this Agreement may not be assigned or transferred by Customer without the prior written consent of CANXXUS.

10. FORCE MAJEURE

Failure by CANXXUS to perform any of its' covenants, obligations or agreements under this Agreement shall be deemed not to be a default when such failure is due to causes reasonably beyond CANXXUS' control.

11. DISCLAIMER

CANXXUS makes no warranty to Customer regarding any maintenance or repairs performed on Customer's vehicles. All warranties regarding any such maintenance or repairs, if any, are provided solely by the vendors engaged to perform such maintenance and repairs, who shall be responsible for those. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE SELECTION AND SUITABILITY OF THE SERVICES, AND CANXXUS SHALL HAVE NO LIABILITY THEREFOR.

12. LIMITATION OF LIABILITY

THE CUMULATIVE LIABILITY OF CANXXUS FOR ANY CLAIM OF ANY KIND OR FOR ANY LOSS OR DAMAGE RELATING TO THE SERVICES SHALL IN NO EVENT EXCEED THREE TIMES THE TOTAL OF THE AVERAGE MONTHLY EVENT RATE PAID BY CUSTOMER IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE LOSS OR DAMAGE. CUSTOMER AGREES AND ACKNOWLEDGES THAT IN NO EVENT SHALL CANXXUS BE LIABLE TO CUSTOMER FOR, AND CUSTOMER HEREBY RELEASES CANXXUS FROM, ANY CLAIMS FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE, LOSS OF PROFIT, AND/OR BUSINESS INTERRUPTION, WHATSOEVER OR HOWSOEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SAME.

13. WRITTEN NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered or sent by prepaid mail to the other party at its address of which it shall have notified the other and shall be deemed to have been received on the second day next following the mailing thereof.

14. INDEPENDENT AGENT

The parties expressly acknowledge and agree that CANXXUS is engaged to connect the Customer and the vendor engaged to perform vehicle maintenance and repair on Customer's vehicles. Vendors dispatched are vendors to Customer and not to CANXXUS. Such Vendors shall not be deemed to be subcontracted by CANXXUS and CANXXUS shall not be responsible to Customer for repairs performed on Customer vehicles by such vendors nor for the payment for such repairs or maintenance.

15. PAYMENTS

The Customer acknowledges that payment to Canxxus for the Event Rate indicated herein shall be made immediately by either Master Card or Visa, charged at the time of Vendor dispatch. Customer further agrees that payment and terms of payment between the Customer and the Vendor shall be the responsibility of the Customer. Canxxus shall not be responsible for any third party who refuses to perform work on Customer's trucks.

16. CHANGES TO GOVERNMENT LEGISLATION

In the event that any government legislation is amended subsequent to the date of this Agreement, both CANXXUS and Customer agree to amend this Agreement to conform with all government requirements and any additional costs incurred by CANXXUS as a result of such amended legislation may be added to the costs to be paid by Customer during the remaining term of this Agreement.

17. LANGUAGE OF AGREEMENT

Customer has expressly requested that this document be drawn up in the English language. Le(s) soussigné(s) a (ont) expressement demande que ce document soit redigé en langue anglaise.

18. FULL AGREEMENT

This Agreement constitutes the full agreement between CANXXUS and Customer.