MyPOS Connect End User License Agreement

License

1. Under this End User License Agreement (the "Agreement"), Tri-City Retail Systems Inc. and Tri-City Retail Systems USA Inc.. (the "Vendor") under the authority from Identivue Limited (the "Developer") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use MyPOS Connect (the "Software").

2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.

3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor and the Developer. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

4. This Agreement grants a license to the Licensee. The Software may be loaded onto a maximum of one computer per device license.

5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.

6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

License Fee Payments

8. Software license fees are charged on a monthly subscription basis at the beginning of each calendar month, and are based on the total number of installed and active device licenses. If a license is installed and activated in the middle of a calendar month, a pro-rated value for the license will be calculated, based on the number of days left in that

month. Licensee shall provide a valid credit card and shall take all necessary steps to ensure that all monthly license fee payments are processed successfully. By agreeing to this Agreement, Licensee hereby authorizes Vendor to automatically charge said method of payment for all subscription periods (calendar months) during the term of this Agreement. A minimum of one license per store is required in order to maintain inventory data for any permanent store or warehouse location. The monthly subscription fee paid on the first day of each calendar month by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

Late Payment Terms

9. If, for any reason, automatic payment shall be declined or denied, then Vendor will attempt to reprocess payment two (2) business days after the initial payment is declined. If the second attempt is also denied, Licensee shall pay the applicable subscription fee, together with a $40.00 late fee, within ten (10) business days of notice from Vendor. If payment is not received within ten (10) business days, access to the Licensee's database will be revoked until such time as payment is received for all unpaid subscription fees and late payment charges.

Limitation of Liability

9. The Software is provided by the Vendor and accepted by the Licensee "as is". The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

10. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

11. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

12. Licensee understands and acknowledges that the Vendor will not be liable for network or internet related problems attributable to the operation of the Licensed Software and that

network configuration changes and the quality of internet access may affect the system's performance. To the maximum extent permitted by applicable law, the Vendor's entire liability under this EULA shall be limited to the amount paid by Licensee for the Licensed Software access for any remaining subscription period. IN NO EVENT WILL THE VENDOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, even if advised of the possibility of such damages. In particular, and without limitation, the Vendor shall have no liability for any data stored or processed with the Licensed Software on the Vendor's system, including the costs of recovering such data.

Warrants and Representations

13. The Vendor warrants and represents that it is the legal distributor of the software and is authorized by the Developer, who is the copyright holder of the Software, to grant this license. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance

13. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software on the first device (computer or tablet).

User Support

14. No user support or maintenance is provided as part of this Agreement.

Term

15. The term of this Agreement will begin on Acceptance and will continue until the final day of the calendar month in which the last monthly subscription fee is paid. Licensee agrees to a minimum subscription period of one year, or the equivalent payout if less than one year.

Termination

16. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

Force Majeure

17. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Miscellaneous

19. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.

20. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

21. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

22. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

23. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written

Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

24. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

25. All notices to the Vendor under this Agreement are to be provided at the following address:

For US Customer:
Tri-City Retail Systems USA Inc.
4-4600 Witmer Industrial Estates
Niagara Falls, NY
14305

For Canadian Customers:
Tri-City Retail Systems Inc.
170-256C Phillip Street
Waterloo, ON
N2L 6B6