



EXHIBIT D: AUTHORIZED LOCATION ADDENDUM

____ (“Authorized Location”), a _____ corporation with offices at _____ agrees that as a condition of the rights provided iQMetrix Software Development Corp (“Distributor”), a _____ corporation with offices at _____, under the Dealer agreement for Authorized Products between Authorized Location and Distributor (the “Dealer Agreement”), and in addition to the terms of the Dealer Agreement, Authorized Location shall fully comply with all of the terms and conditions set forth in this Authorized Location Addendum (the “Addendum”).

Authorized Location acknowledges that the terms and conditions set forth in this Addendum are for the benefit of Apple Canada Inc., and Apple Affiliates (“Apple”) and that Apple is an express, intended third party beneficiary of this Addendum with the right to enforce its terms directly against Authorized Location and/or any Authorized Location Affiliate.

1. Definitions

“Apple Confidential Information” means any information in oral or written form independently developed by Apple, or developed with Distributor or Distributor Affiliate that Authorized Location knows or has reason to know is confidential information and is disclosed in connection with this Addendum or the Dealer Agreement or to which recipient may have access in connection with this Addendum and/or the Dealer Agreement, including but not limited to Authorized Product information, business and marketing plans, financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, and the identities of customers and prospective customers. Apple Confidential Information shall not include any information that: (i) was rightfully in Distributor’s possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by the Distributor without the use of Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by the Authorized Location in breach of this Addendum and/or the Dealer Agreement.

“Authorized Country” means Canada.

“Authorized Location” means the entity identified in the first paragraph of this Addendum and (i) any retail store it owns and operates; (ii) any direct sales force in the Authorized Country through which it sells smartphone or multimedia handsets.

“Authorized Location Affiliates” means companies controlled by, controlling, or under common control with Authorized Location.

“Authorized Product(s)” means AppleCare+ for iPhone and AppleCare+ for iPad provided by Apple to Distributor for the Authorized Country.

“Covered Repair” means a repair or replacement covered by Apple’s standard end-user warranty, or if purchased, Apple’s extended service contract.

“Distributor” means the entity identified as such in the first paragraph of this Addendum. When used in connection with Distributor’s services, Distributor also means any Distributor Affiliate that provides Distributor services in the Authorized Country.

“Distributor Affiliate” means any company controlled by, controlling, or under common control with Distributor.

“Distributor Confidential Information” means any information in oral or written form independently developed by Distributor or developed with Apple or Apple Affiliates that Authorized Location knows or has reason to know is confidential information and that is disclosed in connection with this Addendum and/or the Dealer Agreement or to which recipient may have access in connection with this Addendum and/or the Dealer Agreement, including but not limited to business and marketing plans, financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, and the identities of customers and prospective customers. Confidential Information shall not include any information that: (i) was rightfully in Distributor’s possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by the Distributor without the use of Distributor Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by the Authorized Location in breach of this Addendum or the Dealer Agreement.

“Apple Price List” means the most recent price list provided by Apple to Distributor listing the Authorized Products available for purchase by Distributor for resale to Authorized Locations in the Authorized Country. Apple may update Apple Price Lists on one or more occasions, and if it does so, any price changes will be effective immediately.



2. Apple Product Resale

2.1 Authorized Location

Authorized Location shall resell Authorized Products set forth in the Authorized Country Addendum for the Authorized Country only to end-customers in the Authorized Country.

Authorized Location acknowledges and agrees that Distributor may de-authorize any Authorized Location or any of its points-of-sale for any reason and at any time by providing written notice, and, if it does so, Authorized Location shall, within 10 days, cease selling Authorized Products and Distributor will, within 10 days, cease selling Authorized Products destined to such Authorized Location and terminate the right of such Authorized Location to sell or otherwise distribute Authorized Products.

Authorized Location shall ensure that it does not sell Authorized Products to any purchaser who intends to export them for sale outside of the Authorized Country. Distributor reserves the right, in addition to seeking any other available remedies, to terminate this Addendum and to terminate Authorized Location's rights to purchase Authorized Product effective immediately upon written notice if Authorized Products sold to Authorized Location are exported for sale outside the Authorized Country.

2.2 Resale of Authorized Products to End-customers

Authorized Location shall actively promote and sell Authorized Products to end-customers throughout the term of its agreement with Distributor. Authorized Location agrees that when selling Apple Products to any end-customer, it shall do so in a professional and competent manner.

Authorized Location is solely responsible for determining the price it charges end-customers for the Authorized Products.

Authorized Location shall not add or modify any Authorized Product in any way without Apple's prior written approval. Authorized Location shall not make any representation, warranty, or guarantee with respect to any Authorized Product that is inconsistent with Apple's literature or engage in other behavior that could adversely affect Apple's goodwill.

2.3 Inventory Allocation

Authorized Location acknowledges and agrees that Distributor, in its discretion, may choose how to allocate available inventory among dealers.

2.4 No Warranty

APPLE MAKES NO WARRANTY TO AUTHORIZED LOCATION EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE AUTHORIZED PRODUCTS. APPLE SPECIFICALLY DISCLAIMS ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Marketing and Trademarks

3.1 Authorized Location Marketing

(a) Authorized Location must obtain Distributor's prior written approval before Authorized Location may release, place, or distribute any corporate communication or marketing material or make any press statement or distribute any press release that mentions Apple, any Apple Product, this Addendum, the agreement with Distributor, its subject matter, or includes an image of any Authorized Product. Authorized Location shall submit all such communications and materials to Distributor for submission to Apple in time for review and comment.

(b) Distributor may provide design direction and approve how Authorized Products are marketed in Authorized Locations.

3.2 Trademark Licenses

If Apple elects to provide Authorized Location, directly or through Distributor, approved images, text, and the like ("Apple Assets") for use in approved media pursuant to Section 4.1, Apple hereby grants Authorized Location a non-exclusive, non-transferable, royalty-free license to use such Apple Assets only during the term, only in connection with the promotion and sale of iPhone Plans or Authorized Products under Authorized Location's appointment as Distributor's Authorized Product Dealer, and subject to Authorized Location's compliance with the terms of this Addendum and Apple's policies and guidelines (including but not limited to Apple's trademark guidelines at <http://www.Apple.com/legal/trademark/guidelinesfor3rdparties.html>), as updated from time to time. Apple retains all rights, title, and interest in and to such Apple Assets not expressly granted herein, and Authorized Location acquires no rights, title, or interest in or to such Apple Assets or the goodwill associated with them, other than the limited right to use them in accordance with this Addendum.

4. Technical Requirements

Dealer must have the technical capability to provide customers a printed sales receipt inclusive of the following:

- AppleCare+ Agreement Number
- Enrolled iPhone serial number or IMEI number
- Purchase price
- A Coverage Duration Statement which states: "AppleCare+ for iPhone includes coverage for up to



two incidents of accidental damage from handling, each subject to a \$79 service fee. For complete Terms and Conditions, visit: www.apple.com/legal/applecare"

5. Reporting and Documentation Requirements

Dealer will provide Distributor sales reporting sufficient to meet all provincial reporting requirements. With each Product order Dealer will provide Distributor information relating to each transaction that is required in order to meet all service contract laws and regulations, including but not limited to customer name, address, covered hardware serial number and price. In addition, Dealer will maintain the ability to provide to customers printed Product terms and conditions upon request, and provide such terms and conditions to customers upon the purchase of the Product. Current terms are available at <http://www.apple.com/legal/applecare/>.

6. Confidentiality

During the term of the Dealer Agreement and for five (5) years afterward, Authorized Location will not use Apple Confidential Information or Distributor Confidential Information except as required to achieve the objectives of this Addendum and/or the Dealer Agreement, or disclose such Apple Confidential Information or Distributor Confidential Information except to employees or contractors who have a need to know. Authorized Location will not make any disclosure or statement of Apple Confidential Information or Distributor Confidential Information in connection with this Addendum or the Dealer Agreement or their subject matter without Apple's and Distributor's prior written consent. Authorized Location will not make any public statement regarding any item of Apple Confidential Information or Distributor Confidential Information, including but not limited to any matter of business between Distributor and Apple, any Apple or Distributor programs or policies, or the nature of any contractual relations between Apple and Distributor, or any third party. Authorized Location may disclose Apple Confidential Information or Distributor Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Distributor notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information and/or the Distributor Confidential Information.

7. Intellectual Property Ownership

As between Apple and Authorized Location, Apple will own all right, title, and interest in all technical information, software, hardware, design tools, documentation, and any related information developed by Apple and Authorized Location will own all right, title, and interest in all technical information, software, hardware, design tools, documentation, and any related information developed by Authorized Location. Nothing in this Addendum is to be construed as transferring ownership of or granting any rights to any intellectual property except as expressly set forth herein.

8. Customer Information

Authorized Location acknowledges that: (i) Apple maintains customer information independently derived from numerous sources, including account information, product registration, and use of its websites by customers and prospective customers; (ii) such customer information may be identical to information that Authorized Location has developed or maintains; (iii) Authorized Location and Apple each have a proprietary interest in such customer information when derived independently from the other, whether or not the other has derived or maintains identical information; and (iv) to the extent Authorized Location provides customer information to Apple, it shall do so in compliance with its privacy policy and applicable laws.

9. Compliance with Laws

Authorized Location shall comply with all statutes, regulations, directives, and ordinances of any jurisdiction applicable to its performance under this Addendum.

Authorized Location shall abide by all applicable export laws and regulations with respect to the export of any software, hardware, or technical information provided by one to the other including the laws of Canada.

Authorized Location shall comply with the United States Foreign Corrupt Practices Act (the "FCPA"), Apple's policies relating to the FCPA and ethical business conduct, and any other anti-bribery or similar legislation in any jurisdiction where business or services will be conducted or performed pursuant to this Agreement. Authorized Location shall not, directly or indirectly pay, offer, promise or give anything of value (including any amounts paid or credited by Distributor to Authorized Location) to any employee or official of a government, government controlled enterprise or company, political party, candidate for political office, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining or directing business to Apple. Authorized Locations shall notify Apple of any circumstances whereby an owner, partner, officer, director or employee of Authorized Location has been or will become, during the term of the Dealer Agreement and this Addendum: (i) an official or employee of a governmental entity or political party or (ii) a candidate for political office.

10. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL APPLE BE LIABLE TO AUTHORIZED LOCATION FOR DIRECT, INDIRECT, INCIDENTAL,



CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS ADDENDUM OR AUTHORIZED LOCATION'S AGREEMENT WITH DISTRIBUTOR AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LOSS OF ANTICIPATED REVENUE, PROFITS, OR SAVINGS.

11. Assignment

Apple may assign its rights under this Addendum to Apple Affiliates without Distributor's or Authorized Location's prior written consent. Neither Distributor nor Authorized Location may assign this Addendum or any of its rights or obligations hereunder, to any other party, without Apple's prior written consent. Any purported assignment in violation of the foregoing will be void and of no effect. This Addendum shall be binding upon and inure to the benefit of any authorized successors and assigns.

The rights and obligations set forth in this Addendum shall not be modified, rescinded, superseded, or otherwise amended without Apple's prior written consent.

Acknowledged and agreed by a duly authorized representative of Authorized Location:

[Authorized Location Name]

By: _____

Name: _____

Title: _____

Date: _____