

PREPAID CONSUMER AND FAMILY CLOUD SERVICE APPLICATIONS
SUBSCRIBER LICENSE AGREEMENT

This Agreement between IQMETRIX USA INC., a corporation having offices at 445 South Main Street, Suite 300, Davidson, NC, 28036, fax # _____ (hereinafter referred to as "iQmetrix") and _____, a corporation, having offices at _____, fax # _____ hereinafter referred to as "Subscriber") dated effective the _____, 20__ (the "Effective Date").

WHEREAS Subscriber wishes to purchase prepaid consumer and family cloud service applications (the "Services") from iQmetrix through the software products (the "iQmetrix Software") licensed from iQmetrix under a separate agreement (the "Main License Agreement");

NOW THEREFORE, in consideration of the mutual promises herein set forth, the Parties agree as follows:

1. Grant of License

Subject to the terms and conditions of this Agreement, iQmetrix grants to Subscriber and Subscriber accepts a non-exclusive, non-transferable license to use the iQmetrix Software to purchase or download the Services from iQmetrix. Services purchased using the iQmetrix Software are intended only for resale to Subscriber's retail customers.

2. Payment to IQmetrix

2.1 Subscriber shall pay iQmetrix the fees set out in the Price List for all Services downloaded through the iQmetrix Software twice per week.

2.2 Services shall be deemed to have been sold to Subscriber at the time they are downloaded by Subscriber using the iQmetrix Software.

2.3 iQmetrix will issue two electronic invoices per week for all services. Each invoice will include the amounts owing for services downloaded since the last invoice was issued. All invoices are due upon issuance by iQmetrix. Subscriber acknowledges and agrees that iQmetrix will not provide any credits or refunds for any downloads made in error by Subscriber, or for any refunds provided by Subscriber to its customers.

2.4 Upon receipt of an invoice, Subscriber will advise iQmetrix within 30 days of any issues with the invoice and both parties will work together to resolve any issues related to any invoice.

2.5 Subscriber will enter into a pre-authorized debit agreement authorizing iQmetrix to debit its account for amounts owing under such invoices. iQmetrix shall have the right to debit Subscriber's bank account for the amount of such invoice upon issuance of each invoice. Notwithstanding the debiting of funds by iQmetrix in accordance with this provision, in the event Subscriber provides written notice of an issue in relation to an invoice, iQmetrix agrees to conduct an investigation into the issue raised and further agrees to provide Subscriber with written notice of its position with respect to the issue

raised within ten (10) business days of the Subscriber's notice. In the event the parties cannot resolve the dispute either party shall have the right to refer it to arbitration in accordance with Section 11.2 hereof.

2.6 Without limiting iQmetrix's rights in Section 10 hereof, should the Subscriber fail to pay any amount owing to iQmetrix as outlined above, iQmetrix may immediately suspend Subscriber's the license herein granted and all rights to purchase services without notice. The failure to pay any amount owing pursuant to this Agreement shall constitute an event of payment default pursuant to the Main License Agreement.

2.7 If the Subscriber neglects or fails to pay the amounts owing under this Agreement within a 10 day period following the suspension of Subscriber's rights to purchase services pursuant to Section 2.6 or termination of this Agreement pursuant to Section 10, iQmetrix shall have the right to suspend or terminate the Main License Agreement and the Subscriber's use of the iQmetrix Software. Restoration of the services and/or the Subscriber's right to purchase services and/or use the iQmetrix Software shall be contingent on payment of overdue amounts and such other terms and conditions as iQmetrix may in its sole discretion impose for such re- instatement.

2.8

Billing Schedule	
Monday	Receive invoice for transactions Thursday to Sunday. Account will be debited on the next day after the invoice is provided
Thursday	Receive invoice for transactions Monday to Wednesday. Account will be debited on the next day after the invoice is provided

3. Pricing

3.1 Pricing. The Subscriber will be invoiced by iQmetrix in accordance with a price list attached as Exhibit 1 (the "Price List") provided separately to the Subscriber.

3.2 Price Changes. iQmetrix reserves the right to make alterations to the Price List at any time to modify the fees to be charged to the Subscriber for the services, subject to the following conditions:

- (a) In the event that iQmetrix modifies its prices for reasons unrelated to the activities of a supplier of services, iQmetrix shall provide notice of the change to the Subscriber and shall not implement the price change until the day that falls 15 days after the date that notice of the change was provided to the Subscriber;
- (b) In the event that iQmetrix modifies its prices as a direct result of a supplier of services modifying its prices,

iQmetrix shall provide notice to the Subscriber of the price change as soon as reasonably possible and shall be entitled to implement the price change immediately upon providing such notice.

4. Subscriber' s Obligations

4.1 Subscriber Locations. Subscriber acknowledges that iQmetrix has a contractual obligation to their supplier of the services to advise the supplier of the names and locations of each Subscriber location who is purchasing and reselling services pursuant to this Agreement and Subscriber agrees to give iQmetrix a minimum of 30 days' notice if it plans to discontinue selling any services being supplied by iQmetrix.

4.2 Re-Seller Responsibility. Subscriber shall be solely responsible for the collection and remittance of any sales or valued added taxes owed by its Customers in relation to their purchase of and reselling of services. Subscriber hereby indemnifies and holds iQmetrix harmless with respect to any claim made against iQmetrix in relation to the collection and remittance of any sales or value added taxes arising solely in relation to the sale of services to Subscriber's Customers. Subscriber agrees to provide iQmetrix with such documentation as iQmetrix may reasonably require to confirm the collection and remittance of the required sales or value added taxes. Subscriber will complete a Sales and Use Resale Certificate and attach hereto.

4.3 Promotional Activities. Subscriber hereby acknowledges and agrees that iQmetrix shall have the right to use the name of Subscriber for reference as a subscriber of iQmetrix services and for referral and marketing purposes, provided that prior to any use of Subscriber's name iQmetrix shall obtain the written consent of Subscriber, such consent not to be unreasonably withheld, to both the manner and mode of the use of its name in any promotional activities.

5. iQmetrix' s Obligations

iQmetrix shall provide support to Subscriber on an ongoing basis to ensure reliable service of the iQmetrix Software in the downloading and sale of services. iQmetrix will use reasonable commercial efforts to correct problems identified by iQmetrix and/or Subscriber.

6. Confidentiality

Each party agrees to protect the confidential information of the other party. Confidential information shall be information disclosed (i) in writing and marked as confidential or proprietary, or (ii) orally or visually and identified as confidential at the time of disclosure and summarized in a written memorandum delivered to the recipient within thirty (30) days of the disclosure. Each party agrees to provide the other party's Confidential Information only to those employees or subcontractors who have a need to know and

only after such persons have agreed to protect such Confidential Information in accordance with the provisions of this Agreement. The foregoing obligations shall not apply to information that:

- (a) is or comes into the public domain through no fault of the receiving party;
- (b) is already known by the receiving party without obligations of confidence to the disclosing party; or
- (c) is independently developed by the receiving party.

7. **Warranties**

7.1 iQmetrix represents and warrants that each Wireless and Other Prepaid Product will provide access to the services and will have a value equal to the amount for which it is intended.

7.2 Other than as set forth in 7.1, iQmetrix makes no representations, warranties, conditions or covenants of any kind whatsoever, whether express or implied, including without limitation for any implied warranties for non-infringement or those arising by statute or usage or trade practice. Without limiting the generality of the foregoing, iQmetrix does not warrant that the iQmetrix Software will operate without interruption which may result from any outage of any servers or otherwise.

8. **Limitation of Liability**

Neither iQmetrix nor Subscriber shall be liable in any way whatsoever, for any indirect, punitive or consequential damages, in relation to any matter arising in relation to this Agreement or its termination, including but not limited to lost profits or business revenue, lost business, failure to realize expected savings, or other commercial or economic loss of any kind whatsoever, whether or not such damages are foreseeable or the party has been advised of the possibility of such damages. The foregoing limitation and exclusion of liability shall apply regardless of whether such claim arose in contract, tort including negligence or other theory of law.

9. **Term and Renewal**

Unless otherwise terminated in accordance with the provisions herein, this Agreement shall remain in effect for a period of one (1) year from the Effective Date ("Initial Term"). Upon expiration of the Initial Term and each renewal term thereafter, this Agreement will be automatically renewed for an unlimited number of one (1) year periods unless otherwise terminated subject to section 10.

10. **Termination**

10.1 Termination. iQmetrix may terminate this Agreement without notice or penalty if Subscriber is in default of their payment obligation. Either party may terminate this

Agreement without penalty upon provision of thirty (30) days written notice to the other party. Notice of termination does not relieve Subscriber of payment obligation for services which have been downloaded but for which payment has not been made at time of termination of this agreement.

10.2 Effect of Termination. Upon termination or expiration of this Agreement, iQmetrix shall have no further obligation to make the services available to Subscriber through the iQmetrix Software.

11. General

11.1 Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

11.2 This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina. In addition to agreeing to the application of the laws of North Carolina hereto, the parties also specifically attorn to the jurisdiction of the Courts of the State of North Carolina, as the proper judicial venue to resolve any disputes arising from or under this Agreement. Any dispute arising out of this Agreement shall be settled by arbitration in accordance with rules of the American Arbitration Association, and such arbitration shall be conducted in Charlotte, NC and each of iQmetrix and Subscriber expressly consents to (i) the exclusive jurisdiction of such arbitration ousting the jurisdiction of any State or Federal court, and (ii) service of process being effected upon both iQmetrix and Subscriber by registered mail.

11.3 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

11.4 This Agreement shall not be amended or modified except in writing signed by the parties hereto.

11.5 Any notice required to be sent or given by either party shall be personally delivered, sent by courier or sent by fax or electronic delivery addressed to the other party at the address first set out above. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, or a waiver of any other, different or subsequent breach.

11.6 Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party and nothing in this Agreement shall be construed to create any agency, joint venture or partnership.

11.7 Together with the Main License Agreement, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and cancels and supersedes any prior understanding and agreements between the parties relating thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or otherwise between the parties, except as expressly set forth in this Agreement.

11.8 This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledges and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

[signature page]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

IQMATRIX USA INC.

Subscriber

Signature

Signature

Eric Stachowski ,

Name

Name

President, iQmetrix USA

Title

Title

Date

Date

EXHIBIT 1 – PRICE LIST

US Carrier Epin/RTR Pricing			
Product	Retail	Unit Price	Client Discount (%)
Alltel \$10 Pin	\$10.00	\$9.05	9.50%
Alltel \$100 Pin	\$100.00	\$90.50	9.50%
Alltel \$15 pin	\$15.00	\$13.58	9.50%
Alltel \$20 Pin	\$20.00	\$18.10	9.50%
Alltel \$25 Pin	\$25.00	\$22.63	9.50%
Alltel \$35 Pin	\$35.00	\$31.68	9.50%
Alltel \$45 pin	\$45.00	\$40.73	9.50%
Alltel \$50 Pin	\$50.00	\$45.25	9.50%
Alltel \$55 Pin	\$55.00	\$49.78	9.50%
Alltel \$70 pin	\$70.00	\$63.35	9.50%
AT&T Pin \$10 - 40493	\$10.00	\$8.30	17.00%
AT&T Pin \$15-63728	\$15.00	\$12.45	17.00%
AT&T Pin \$25-63729	\$25.00	\$20.75	17.00%
AT&T Pin \$50-63730	\$50.00	\$41.50	17.00%
AT&T Pin \$60-73048	\$60.00	\$49.80	17.00%
AT&T Pin \$65-42103	\$65.00	\$53.95	17.00%
AT&T Pin \$75-63731	\$75.00	\$62.25	17.00%
AT&T Pin. \$100.00 - 63732	\$100.00	\$83.00	17.00%
AT&T Wireless \$35 Prepaid Pin	\$35.00	\$29.05	17.00%
AT&T Wireless \$40 Prepaid Pin	\$40.00	\$33.20	17.00%
AT&T Wireless \$45 Prepaid Pin	\$45.00	\$37.35	17.00%
AT&T Wireless \$5 Prepaid Pin	\$5.00	\$4.15	17.00%
AT&T RTR \$10-\$14.99	\$10.00	\$8.30	17.00%
AT&T RTR \$15-\$450	\$15.00	\$12.45	17.00%
Page Plus Pin \$10	\$10.00	\$8.90	11.00%
Page Plus Pin \$25	\$25.00	\$22.25	11.00%
Page Plus Pin \$50	\$50.00	\$44.50	11.00%
Page Plus Pin \$80	\$80.00	\$71.20	11.00%
Page Plus Talk n Text 1200 Pin \$29.95	\$29.95	\$26.66	11.00%
Page Plus Talk n Text Monthly Pin \$39.95	\$39.95	\$35.56	11.00%
Page Plus The Monthly Pin \$12	\$12.00	\$10.68	11.00%
Page Plus The Monthly Pin \$55	\$55.00	\$48.95	11.00%
TracFone Pin \$124.99	\$124.99	\$109.99	12.00%
TracFone Pin \$19.99 - 60 unit	\$20.00	\$17.60	12.00%
TracFone Pin \$29.99 - 120 unit	\$30.00	\$26.40	12.00%
TracFone Pin \$39.99 - 200 unit	\$40.00	\$35.20	12.00%
TracFone Pin \$79.99 - 450 Units	\$80.00	\$70.40	12.00%
TracFone Pin \$99.99 - 1 Year	\$100.00	\$88.00	12.00%
Verizon Pins \$100.00	\$100.00	\$90.00	10.00%

Verizon Pins \$15.00	\$15.00	\$13.50	10.00%
Verizon Pins \$150.00	\$150.00	\$135.00	10.00%
Verizon Pins \$30.00	\$30.00	\$27.00	10.00%
Verizon Pins \$50.00	\$50.00	\$45.00	10.00%
Verizon Pins \$75.00	\$75.00	\$67.50	10.00%
Verizon Pins \$80.00	\$80.00	\$72.00	10.00%
Verizon Top Up \$100	\$100.00	\$90.00	10.00%
Verizon Top Up \$15	\$15.00	\$13.50	10.00%
Verizon Top Up \$150	\$150.00	\$135.00	10.00%
Verizon Top Up \$30	\$30.00	\$27.00	10.00%
Verizon Top Up \$50	\$50.00	\$45.00	10.00%
Verizon Top Up \$75	\$75.00	\$67.50	10.00%
Verizon Top Up \$80	\$80.00	\$72.00	10.00%
Verizon Top-Up \$15 - \$150	\$10.00	\$9.00	10.00%
Red Pocket Data Pin \$10	\$10.00	\$9.03	9.75%
Red Pocket Data Pin \$25	\$25.00	\$22.56	9.75%
Red Pocket ILD Pin \$10	\$10.00	\$8.80	12.00%
Red Pocket ILD Pin \$5	\$5.00	\$4.40	12.00%
Red Pocket Pin \$10	\$10.00	\$8.80	12.00%
Red Pocket Pin \$100	\$100.00	\$88.00	12.00%
Red Pocket Pin \$19.99 Monthly	\$20.00	\$18.05	9.75%
Red Pocket Pin \$25	\$25.00	\$22.00	12.00%
Red Pocket Pin \$29.99 Monthly	\$30.00	\$27.08	9.75%
Red Pocket Pin \$50	\$50.00	\$44.00	12.00%
SimpleMobile Pin \$10	\$10.00	\$9.03	9.75%
SimpleMobile Pin \$25	\$25.00	\$22.56	9.75%
SimpleMobile Pin \$40	\$40.00	\$36.10	9.75%
SimpleMobile Pin \$45	\$45.00	\$40.61	9.75%
SimpleMobile Pin \$50	\$50.00	\$45.13	9.75%
SimpleMobile Pin \$60	\$60.00	\$54.15	9.75%
Net10 Pin \$20 - 200 Minutes	\$20.00	\$17.45	12.75%
Net10 Pin \$25 - 750 Minutes Monthly Plan	\$25.00	\$21.81	12.75%
Net10 Pin \$30 - 300 Minutes	\$30.00	\$26.18	12.75%
Net10 Pin \$45 - 600 Minutes	\$45.00	\$39.26	12.75%
Net10 Pin \$50 - Unlimited Monthly Plan	\$50.00	\$46.13	7.75%
Net10 Pin \$60 - 900 Minutes	\$60.00	\$52.35	12.75%
Net10 Pin \$65 - Unlimited Monthly Plan w/ILD	\$65.00	\$59.96	7.75%
Virgin Mobile \$20	\$20.00	n/a	1% Transaction Fee
Virgin Mobile \$30	\$30.00	n/a	1% Transaction Fee
Virgin Mobile \$50	\$50.00	n/a	1% Transaction Fee
Boost RTR PayGo \$10.00-\$19.99	n/a	n/a	1% Transaction Fee
Boost RTR PayGo \$20.00-\$99.99	n/a		1% Transaction Fee
Sprint Prepaid \$10-\$199.99	n/a	n/a	1% Transaction Fee
Virgin Mobile \$10.00-\$99.99	n/a	n/a	1% Transaction Fee

Canadian Carrier Epin Pricing			
Product	Retail	Unit Price	Client Discount (%)
Bell - Mobility \$100 Prepaid Pin	\$100.00	\$97.00	3.00%
Bell - Mobility \$15 Prepaid Pin	\$15.00	\$14.55	3.00%
Bell - Mobility \$25 Prepaid Pin	\$25.00	\$24.25	3.00%
Bell - Mobility \$50 Prepaid Pin	\$50.00	\$48.50	3.00%
Bell Solo \$20.00 Prepaid Pin	\$20.00	\$19.80	1.00%
Bell Solo \$30.00 Prepaid Pin	\$30.00	\$29.70	1.00%
Bravo \$20 Prepaid LD	\$20.00	\$13.94	30.30%
Bravo \$5 Prepaid LD	\$5.00	\$3.49	30.20%
Chatr \$10 Prepaid Pin	\$10.00	\$9.50	5.00%
Chatr \$25 Prepaid Pin	\$25.00	\$23.75	5.00%
Chatr \$40 Prepaid Pin	\$40.00	\$38.00	5.00%
Chatr \$50 Prepaid Pin	\$50.00	\$47.50	5.00%
Fido \$10 Prepaid Pin	\$10.00	\$9.58	4.20%
Fido \$100 Prepaid Pin	\$100.00	\$95.10	4.90%
Fido \$20 Prepaid Pin	\$20.00	\$19.08	4.60%
Fido \$30 Prepaid Pin	\$30.00	\$28.59	4.70%
Fido \$50 Prepaid Pin	\$50.00	\$47.60	4.80%
Goldline Cici \$20 Prepaid LD	\$20.00	\$14.40	28.00%
Chatr \$10 Prepaid Pin	\$10.00	\$9.50	5.00%
Chatr \$25 Prepaid Pin	\$25.00	\$23.75	5.00%
Chatr \$40 Prepaid Pin	\$40.00	\$38.00	5.00%
Chatr \$50 Prepaid Pin	\$50.00	\$47.50	5.00%
Koodo Mobile 10	\$10.00	\$9.75	2.50%
Koodo Mobile 15	\$15.00	\$14.63	2.50%
Koodo Mobile 25	\$25.00	\$24.38	2.50%
Koodo Mobile 35	\$35.00	\$34.13	2.50%
Koodo Mobile 50	\$50.00	\$48.75	2.50%
MTS Mobility \$15 Prepaid	\$15.00	\$13.13	12.50%
MTS Mobility \$30 Prepaid	\$30.00	\$26.19	12.70%
MTS Mobility \$60 Prepaid	\$60.00	\$52.26	12.90%
Rogers Wireless \$10 Prepaid Pin	\$10.00	\$9.57	4.30%
Rogers Wireless \$100 Prepaid	\$100.00	\$94.90	5.10%
Rogers Wireless \$20 Prepaid Pin	\$20.00	\$19.04	4.80%
Rogers Wireless \$30 Prepaid Pin	\$30.00	\$28.53	4.90%
Rogers Wireless \$40 Prepaid Pin	\$40.00	\$38.04	4.90%
TCI Premier Plus \$20 Prepaid	\$20.00	\$15.20	24.00%
Telus \$10.00 Play Pack Prepaid Pin	\$10.00	\$8.70	13.00%
Telus \$50.00 Premium Care Computer Support Prepaid Pin	\$50.00	\$43.50	13.00%

Telus Mobility \$10 Prepaid Pin	\$10.00	\$9.50	5.00%
Telus Mobility \$100 Prepaid Pin	\$100.00	\$95.00	5.00%
Telus Mobility \$25 Prepaid Pin	\$25.00	\$23.75	5.00%
Virgin Mobile \$15 Prepaid	\$15.00	\$14.25	5.00%
Virgin Mobile \$25 Prepaid	\$25.00	\$23.75	5.00%
Virgin Mobile \$50 Prepaid	\$50.00	\$47.50	5.00%
Wnd Mobile \$10.00 Prepaid Pin	\$10.00	\$9.70	3.00%
Wnd Mobile \$100.00 Prepaid Pin	\$100.00	\$97.00	3.00%
Wnd Mobile \$20.00 Prepaid Pin	\$20.00	\$19.40	3.00%
Wnd Mobile \$30.00 Prepaid Pin	\$30.00	\$29.10	3.00%
Wnd Mobile \$45.00 Prepaid Pin	\$45.00	\$43.65	3.00%
Wnd Mobile \$5.00 Prepaid Pin	\$5.00	\$4.85	3.00%
Wnd Mobile \$40.00 Prepaid Pin	\$40.00	\$38.80	3.00%
Wnd Mobile \$50.00 Prepaid Pin	\$50.00	\$48.50	3.00%
Wnd Mobile \$25.00 Prepaid Pin	\$25.00	\$24.25	3.00%