

SMART INSURANCE TECHNOLOGY™

PORTAL AGREEMENT

Agreement made between:

CGI Information Systems and Management Consultants Inc.
95 Mural Street, Suite 500, Richmond Hill, Ontario L4B 3G2
("CGI")

and the undersigned vendor ("Vendor")

CGI, by accepting this Agreement with the signature of an authorized officer, agrees to grant the Vendor access to the SMART Portal in accordance with the following provisions and on any Schedule hereto.

1. **Definitions and Interpretation:** In this Agreement, unless the context clearly indicates otherwise, capitalized terms shall have the meaning set forth on Schedule A. Words and abbreviations which have well-known technical or trade meanings are used herein in accordance with such recognized meanings. The verb "will" will have a mandatory connotation, indicating the parties' respective obligations to each other.

2. **Access:** CGI, utilizing the services of Insurance Search Bureau of Canada ("ISB") as agent, agrees to provide access to the SMART Portal solely for purposes of establishing and maintaining communications between the Vendor, on the one hand, and its employees and customers, and brokerages and insurance companies, if any, with whom the Vendor has a business relationship, on the other hand, and to facilitate the provision of any products and services to meet the needs of the Vendor's customers and for the purposes of account set up, training and support to the Vendor, all for the fees set out in Schedule B and not for any other purpose. The Vendor will not resell all or part of any Services to any third party, or grant to any third party any right or other access to use the Portal Service or any Services. CGI may, in its sole discretion, make modifications to all or any part of the functionality of any component of the SMART Portal, but CGI is not obliged to develop the SMART Portal to meet any specific business requirements the Vendor may have.

3. **Access Restrictions:** CGI may establish and/or revise an Authorized Access Policy from time to time and will make a copy available through posting on the SMART Portal which will be included in this Agreement and binding on the Vendor. Coincidentally with the posting of the amended policy, CGI will also post on the SMART Portal notice advising all SMART Portal users of the amended policy and the date on which such amended policy goes into effect (which will be no earlier than the 31st day after the amended policy is posted on

the SMART Portal). The Vendor may terminate this Agreement within thirty (30) days of notice of a revised Authorized Access Policy, failing which the Vendor will be deemed to agree to comply with the terms of the applicable Authorized Access Policy. If the Vendor breaches the Authorized Access Policy, CGI may disable and suspend the user ID to which the breach can be traced, without notice.

4. **Personal Information:** The Vendor will only collect Personal Information from the SMART Portal and use or disclose any Personal Information so collected in accordance with all laws, rules, regulations or treaties of any country, state, province or other jurisdiction that may be applicable to the activities of the Vendor, including, without limitation, Part I of the *Personal Information Protection and Electronic Documents Act*. CGI may publish from time to time, by posting on the SMART Portal and including in the Authorized Access Policy, certain Personal Information Use Guidelines that govern the collection of Personal Information from the SMART Portal and any use or disclosure of such Personal Information by the Vendor. The Vendor agrees that it will abide by the terms of any such Personal Information Use Guidelines. The Vendor agrees that it does not own any of the Personal Information disclosed to it through the SMART Portal and further agrees to destroy all such information on a regular basis. The Vendor agrees that all data entered on the SMART Portal by the Vendor is not the property of the Vendor.

5. **Security:** CGI agrees to make commercially reasonable efforts to protect the physical security of the SMART Portal and all data contained in or on the SMART Portal. Upon becoming aware of any breach of security, CGI may, in its discretion, take commercially reasonable steps to remedy such breach as soon as practicable. If such breach affects or may have been caused by the Vendor, CGI will notify the Vendor of such breach and the Vendor will provide such reasonable

assistance as is requested by CGI. The Vendor is responsible for ensuring that no unauthorized access is obtained to the SMART Portal or any of the Services through any user ID and password assigned to the Vendor. The Vendor will be entirely liable for all activities conducted under the user ID's and passwords assigned to the Vendor.

6. **Term:** This Agreement will be effective once signed by both parties and will continue for an initial term of one (1) year (the "Initial Term"). Thereafter, unless notice is given under section 11 at least thirty (30) days prior to the termination of the Agreement, and subject to other termination provided for hereunder, this Agreement will automatically renew for successive terms of one (1) year (each a "Renewal Term"). The Initial Term and Renewal Term are herein collectively referred to as the "Term".

7. **Termination:** In the event of a material breach by either party of the terms of this Agreement, other than any default by the Vendor in making any payment hereunder or a breach of section 3, the non-breaching party may terminate this Agreement without further notice provided that: (a) it has given the breaching party written notice of the breach; (b) the written notice clearly describes the nature of the breach; and (c) the breaching party has failed to cure the breach within twenty (20) days of notice. If the Vendor fails to pay CGI or its agent any amount due under this Agreement within ten (10) days after the due date, then in addition to any other rights or remedies, CGI may suspend the SMART Portal upon ten (10) days' written notice to the Vendor, which suspension will continue until such time as the Vendor pays to CGI or its agent all amounts due and owing hereunder, subject to any earlier termination of this Agreement. If the Vendor fails to pay CGI or its agent any amount due under this Agreement for a period of thirty (30) days after the due date, CGI, in addition to any other rights or remedies, may terminate this Agreement upon forty-eight (48) hours prior written notice. In any event, CGI may terminate this Agreement at will at any time upon thirty (30) days' notice. Upon the effective date of termination or expiration of this Agreement, CGI will immediately cease providing the SMART Portal and any of the Services provided through the SMART Portal, and all amounts owing pursuant to this Agreement will become due and payable. Those sections which by their nature are intended to survive termination, including but not limited to sections 6, 7, 9 and 10 will remain in full force and effect following the expiration or termination of this Agreement. The Vendor hereby waives its right to unilaterally terminate this Agreement pursuant to Section 2125 of the Civil Code of Quebec during the Term.

8. **Payment:** In consideration of CGI providing the SMART Portal, the Vendor will pay CGI the Access Fees, as set forth in Schedule B attached hereto in accordance with monthly invoices which it will receive from ISB, on behalf of CGI. CGI may, from time to time, revise the fees set forth in Schedule B, provided such revisions will not come into effect for thirty (30) days after CGI gives notice of such revisions.

Interest equal to the lesser of: (a) one and a half percent (1.5%) per month (19.56% per annum); or (b) the maximum rate allowable by law will be charged from the due date on payments not received within fifteen (15) days of the date of invoice. The Vendor is solely responsible for all costs, charges and fees associated with the use of the SMART Portal or any Services obtained by the Vendor through its use of the SMART Portal.

9. **Warranties and Indemnities:** CGI will use commercially reasonable efforts to ensure that the SMART Portal is accessible by the Vendor on an as-needed basis for the purpose of communicating with and providing services to insurance clients and other participants connected to the SMART Portal. The SMART Portal and all other related services are provided by CGI to the Vendor on an "as is" basis and CGI disclaims all warranties, representations and conditions pertaining to the SMART Portal or the Services, including without limitation, those of quality, merchantability, description, operation, adequacy, suitability, fitness for particular purpose, uninterrupted use, title, and non-infringement, whether express or implied by statute, common law, usage of trade, course of dealing, custom, or otherwise. The Vendor agrees to indemnify and hold CGI and its employees, directors, agents, suppliers or subcontractors harmless from all losses, damages and expenses incurred in connection with any claims, demands and other liabilities asserted against any of them as a result of: (a) the Vendor's use of the SMART Portal; or (b) any negligence or wilful misconduct of the Vendor; or (c) any breach by the Vendor of any of its obligations under this Agreement.

10. **Limitation of Liability:** Except as otherwise expressly set forth in any separate agreement made between the Vendor and any of CGI's suppliers, in no event will the total cumulative liability of CGI (including employees, directors, officers, agents or its suppliers) to the Vendor, for any claims arising out of or relating to this Agreement, or any of the agreements relating hereto exceed the total amount actually paid to CGI under this Agreement, for the three (3) months preceding the date on which the claim arises. The foregoing provision limiting the liability of CGI (including its employees, directors, officers, agents or suppliers) will apply regardless of the form or cause of action, whether contractual or extra-contractual (including negligence), or a breach of a fundamental term or condition. CGI will not be liable to the Vendor in any way whatsoever, for any indirect, punitive, incidental, special or consequential damages, including but not limited to, loss of revenue or profit or business interruption arising out of or relating to this Agreement or any of the agreements relating hereto. This limitation will apply whether or not such damages are foreseeable, or whether CGI (or its employees, agents, officers, directors or suppliers) have been advised of the possibility of such damages, and regardless of the form or cause of action, whether contractual or extra-contractual

(including negligence), or a breach of a fundamental term or condition. The Vendor acknowledges that CGI is not responsible for the acts or omission of any other vendor or any of its suppliers or other Persons providing or receiving any services or information through the SMART Portal.

11. **Notice:** Any notice given pursuant to this Agreement will be in writing. Any such notice will be deemed to have been received either when delivered personally to the party for whom intended, or one (1) business day following deposit with any overnight delivery service, all delivery charges prepaid, or five (5) calendar days following deposit of the same into Canada Post, first class postage prepaid (unless any one or more of such five (5) days falls during a postal disruption, in which case such notice will be deemed not to have been received), or the business day following transmission if sent by facsimile and receipt confirmed by the facsimile machine used by the other party. Either party may designate a different address by notice to the other given in accordance herewith. Notwithstanding the foregoing, CGI may give notice of revisions to the Authorized Access Policy, the Personal Information Use Guidelines, and the fees set forth in Schedule

B, by posting such information on the SMART Portal. Notwithstanding the foregoing, any modification to the fees shall only become effective sixty (60) days following the posting of such modification on the SMART Portal. If the Vendor does not agree with such change to the fees, it can terminate this Agreement by sending to CGI, at least 30 days prior to the effective date of the modification to the fees, a notice to that effect.

12. **General:** This Agreement will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The Vendor may not assign this Agreement without the prior written consent of CGI. CGI may assign this Agreement without the consent of the Vendor. This Agreement is made under and will be governed by and construed in accordance with the laws of either the Province of Quebec, or Ontario depending on the jurisdiction in which the Vendor is based. This Agreement constitutes the entire agreement between the Vendor and CGI with respect to the SMART Portal. This Agreement has been drawn up in English at the request of the parties. Les parties ont convenu que la présente entente soit rédigée en anglais.

**ACCEPTED:
CGI INFORMATION SYSTEMS AND
MANAGEMENT CONSULTANTS INC.**

By: _____
Signature of Authorized Officer

Title

Date

ACCEPTED:

Vendor legal name and address

By: _____
Signature of Authorized Officer

Title

Date

SCHEDULE A

DEFINITIONS

"Access Fees" means the fees payable by the Vendor, if any, to CGI for the right to obtain access to the SMART Portal as set forth in Schedule B attached hereto.

"Authorized Access Policy" means a policy developed by CGI that establishes how a Vendor may use the SMART Portal.

"Person" means any individual, Person, firm, partnership or corporation, and includes any successor to any of the foregoing.

"Personal Information" means any personal information which is required to be protected pursuant to the federal *Personal Information Protection and Electronic Documents Act* (Canada) or any applicable provincial private sector privacy legislation.

"Personal Information Use Guidelines" will have the meaning described in section 3 hereof.

"Portal Service" means the service provided by CGI to permit the Vendor to obtain access to the SMART Portal.

"Services" means any service which is available through the SMART Portal to the Vendor and other SMART Portal users, whether provided by CGI or any of its suppliers.

"SMART Portal" means the portal for claim adjusting activity operated by CGI and supported by CGI's SMART Insurance Technology™ for the purpose of interfacing insurance carriers, vendors and adjusters into a centralized communication hub.

The words "Initial Term", "Renewal Term" and "Term" will have the respective meanings ascribed to them in section 6.

SCHEDULE B

ACCESS FEES

\$5.00 per SMART claim assignment referral

Please complete and return this document with signed CGI Contract.

1. Specify your vendor type by writing in an X in applicable check box(es).

<input type="checkbox"/>	Agricultural Services	<input type="checkbox"/>	Dry Cleaner	<input type="checkbox"/>	Other (General)
<input type="checkbox"/>	Audio Electronics Supplier	<input type="checkbox"/>	Engineer	<input type="checkbox"/>	Other (Property)
<input type="checkbox"/>	Auto Glass Shop	<input type="checkbox"/>	General Contractor	<input type="checkbox"/>	Police Report (Auto)
<input type="checkbox"/>	Body shop	<input type="checkbox"/>	Lawyer / Legal Services	<input type="checkbox"/>	Police Report (Non Auto)
<input type="checkbox"/>	Car Rental Agency	<input type="checkbox"/>	Medical Services	<input type="checkbox"/>	Private Investigator
<input type="checkbox"/>	Cleaning	<input type="checkbox"/>	Other (Auto)	<input type="checkbox"/>	Salvage
<input type="checkbox"/>	Content Replacement			<input type="checkbox"/>	Towing

2. Provide the following detail which will be used to create your company profile.

Company Name:

Address:

City:

Postal Code:

Telephone Number:

Fax Number:

Contact name:

Email Address:
