

Customer Service Agreement: CampControl Exploration Company Account

April 1, 2008

This Customer Service Agreement (the "Agreement") is between Georeference Online Ltd. (GOL), a British Columbia corporation, and any customer (the "Customer") with an Activated **Exploration** Company Account within the CampControl Minerals Exploration Management SaaS System ("CampControl"). All terms and conditions of this Agreement are set forth in this document and in the CampControl Activation Agreement (the "Activation Terms"). This Agreement is effective upon execution of the CampControl Activation Agreement by the Customer and receipt by GOL of the Customer's first Subscription Payment.

CampControl is developed, hosted, marketed, maintained and supported by Georeference Online Ltd. on behalf of the Georeference Online Ltd. and Nugget Expediting Ltd. CampControl Joint Venture.

1. Definitions.

SaaS (Software as a Service) : A software application delivery model where a software vendor develops a web-native software application and hosts and operates (either independently or through a third-party) the application for use by its customers over the Internet. Customers do not pay for owning the software itself but rather for using it.

Customer : An organization or company that has an Activated Exploration Company Account in CampControl.

Customer Administrator : The person that assumes payment and administration responsibility for an Activated Account in CampControl on behalf of a Customer.

User : A person (such as an employee of the Customer, or a third party) who, or organization (such as a supplier) which, is registered in an Activated Exploration Company Account and, via a password, gains access to CampControl.

Activation Period : The period during which, as specified in the Activation Terms, the Customer has use of CampControl.

Subscription Month : Any month falling within an Activation Period.

Monthly Rate: The rate charged by GOL to the Customer for read and write access to CampControl, as specified in the Activation Terms.

Hibernation Rate: The rate charged by GOL to the Customer for read-only use of CampControl, as specified in the Activation Terms. Depending on the Customer's CampControl Activation Period, there are limitations to the period over which the Hibernation Rate may, if at all, be applicable.

2. CampControl.

GOL will provide CampControl on a monthly subscription basis pursuant to its then-standard policies and procedures. GOL may change service features and functionality from time to time and will post notice of any such change on the CampControl website.

3. Use of CampControl and Software.

(a) As used herein, "Software" refers to any software incorporated into or used by CampControl. Without limiting GOL's rights or remedies, Customer will not: (i) reverse engineer, decompile, disassemble, re-engineer, or otherwise discover, recreate, or attempt to discover or recreate the Software or its source code; (ii) reproduce, modify, distribute, or sublicense the Software; (iii) use the Software or CampControl for service bureau or time-sharing purposes or in any other way allow third parties to use or access the Software or CampControl other than to service the exploration and related logistics goals of the Customer; or (iv) use the Software or CampControl in any way not expressly authorized by this Agreement.

(b) Customer acknowledges that CampControl is not intended for permanent storage and agrees not to use CampControl for archiving or back-up purposes. Customer will not store "mission critical" data on CampControl, including, without limitation, data pertaining to power generation, military or national security, or any function to sustain or rescue the health or well-being of any person.

(c) GOL may interrupt CampControl to perform maintenance or to address and/or mitigate the effects of security breaches and other service faults, without liability to Customer.

(d) From time to time, GOL may add new features to CampControl that are described as "beta" ("Beta Features"). In addition to the disclaimers of liability provided in Section 11 below and elsewhere in this Agreement: (i) Customer acknowledges that Beta Features may be untested, non-functional, and/or partly functional; (ii) Customer uses any Beta Feature at its own risk; and (iii) Customer will back-up all data it adds to the Beta Features and will not rely on the functionality of the Beta Features for any purpose whatsoever. Except as specifically provided in this Subsection 3(d), the Beta Features will be considered part of CampControl and all provisions of this Agreement relating to CampControl will apply to the Beta Features.

4. Charges and Payment of Fees

Customer shall pay all fees or charges for CampControl in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable, as specified in the Activation Terms. Payments must be made monthly in advance unless otherwise mutually agreed upon in writing. All payment obligations are non-cancelable and all amounts paid are nonrefundable. Customer must provide GOL with valid credit card details or other approved payment method information as a condition to signing up for CampControl. GOL reserves the right to modify its fees and charges and to introduce new charges at any time, which changed fees and charges will become effective at the end of the Activation Period, as contemplated in Section 7 (Commencement and Renewal) below.

5. Excess Data Storage Fees

The maximum photograph disk storage space provided by CampControl to Customer at no additional charge is (i) 5 GB per User or 50 GB per Customer, whichever is the smaller in total. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current photo storage fees, if such additional storage is available. GOL will use reasonable efforts to notify Customer when the storage used per license reaches approximately 90% of the maximum; however, any failure by GOL to so notify Customer shall not affect Customer's responsibility for such additional storage charges. GOL reserves the right to establish or modify its general practices and limits relating to storage of Customer photographs.

6. Billing

GOL invoices and collects in advance for use of CampControl on a calendar-month basis. In view of the free trial period available for CampControl, a partial month at the start of an Activation Period will be invoiced as a full month. GOL will automatically issue an invoice to Customer during the last 10 days of each Subscription Month for the following month, and settle payment against that invoice during the first 5 business days of each Subscription Month. Non-settlement of payments due within this time period will not prevent GOL from settling these payments at some later time. Unless requested otherwise in advance, GOL will invoice and settle payments at the Monthly Rate. If under request to invoice at the Hibernation Rate and the maximum allowable Hibernation Months specified in the Activation Terms have been utilized, GOL will be entitled to invoice at and settle payment at the Monthly Rate until the expiration of the Activation Period. Fees for other services will be charged on an as-quoted basis. GOL will add applicable taxes to invoices for Customers domiciled in Canada. Invoices for Customers outside Canada will be exclusive of all taxes, levies, or duties. Customers outside Canada shall be responsible for payment of all such taxes, levies, or duties pertaining to CampControl.

Customer agrees to provide GOL with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, e-mail address, and name and telephone number of the authorized Customer Administrator. Customer agrees to update this information within 30 days of any change to it. If the contact information Customer has provided is false or fraudulent, GOL reserves the right to terminate Customer's access to CampControl in addition to any other legal remedies.

Unless GOL, at its discretion, determines otherwise, all Customers will be billed in Canadian dollars.

If Customer believes an invoice is incorrect, Customer must contact GOL in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

7. Commencement and Renewal

This Agreement commences on the Activation Date, as specified in the Activation Terms. The Activation Period will be as Customer elects in the Activation Terms. Upon the expiration of the Activation Period, this Agreement will automatically renew for successive renewal terms equal in duration to the Activation Period at GOL's then current fees. GOL may terminate this aspect of the Agreement effective only upon the expiration of the then current Activation Period by notifying the Customer in writing no less than ten (10) business days before expiration. The Customer may terminate this aspect of the agreement no later than five (5) business days into the Activation Period of the renewed Activation Terms. Customer agrees and acknowledges that GOL has no obligation to retain Customer Data more than 60 days after termination, and may, after such 60 day period has passed, delete such Customer Data.

8. Non-Payment and Suspension

In addition to any other rights granted to GOL herein, GOL reserves the right to suspend or terminate this Agreement and Customer's access to CampControl if Customer's account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for use of CampControl during any period of suspension during the Activation Term. If Customer or GOL initiates termination of this Agreement, Customer will be obligated to pay the balance due

on Customer's account computed in accordance with the Charges and Payment of Fees section above. Customer agrees that GOL may charge such unpaid fees to Customer's credit card or other payment method for such unpaid fees.

GOL reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter requests access to CampControl. Customer agrees and acknowledges that GOL has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is 60 days or more delinquent.

9. Termination for Cause

Any breach of Customer's payment obligations or unauthorized use of CampControl will be deemed a material breach of this Agreement. GOL, at its sole discretion, may terminate Customer's use of CampControl if Customer breaches or otherwise fails to comply with this Agreement. Customer agrees and acknowledges that GOL has no obligation to retain Customer Data, and may delete such Customer Data, if Customer has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 60 days.

10. Security, Access, and Acceptable Use.

(a) Customer will promptly notify GOL of any unauthorized access to or use of Customer data or passwords and will cooperate in any related remedial efforts or in collaborating with law enforcement agencies.

(b) GOL has no obligation to monitor CampControl. GOL has the right to monitor CampControl and to disclose any information arising out of it, including without limitation Customer data, as necessary to satisfy any law, regulation, or demand or request of law enforcement agencies, other government agencies, or auditors or to protect GOL or its customers. GOL may remove or refuse to post any materials that it finds, at its sole discretion, to be offensive, undesirable, or in violation of this Agreement. However, GOL has no obligation to remove any such materials.

(c) Customer will not use CampControl to transmit or store any data that may be considered obscene or pornographic, that contains defamatory material, or that violates federal, provincial, or local law.

(d) Customer will not disclose any account passwords to any third party not authorized to use CampControl.

(e) Customer grants GOL the right to display Customer's name on its customer list, for marketing purposes. In the event that Customer's authorized representative requests removal of Customer's name from any such list, GOL will remove Customer's name from all materials, except those already distributed, reasonably promptly.

11. Limited Warranty; Limitation of Liability.

(a) CAMPCONTROLS IS PROVIDED "AS IS" AND AS AVAILABLE. GOL MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No communication between Customer and GOL, written or oral, will create a warranty or in any way alter or restrict any disclaimer of warranty or limitation of liability set forth in this Section 11 or elsewhere in this Agreement. UNDER NO CIRCUMSTANCES WILL GOL BE LIABLE FOR LOST PROFITS OR OTHER INDIRECT, SPECIAL, COVER, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE USE OR INABILITY TO USE CAMPCONTROL. IN NO EVENT WILL GOL'S LIABILITY FOR

DAMAGES, LOSSES, OR CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT, EITHER JOINTLY OR SEVERALLY, EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER TO GOL DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE. THE LIMITATIONS OF LIABILITY IN THIS SUBSECTION 11(a) AND IN SUBSECTION 11(b) BELOW APPLY EQUALLY TO LIABILITY FOR NEGLIGENCE.

(b) Without limiting the generality of Subsection 11(a) above, GOL will have no liability for any claims or losses resulting from security breaches, exposure of sensitive or private data (except to the extent that applicable law forbids limitation of such liability), or loss of data or access to data.

(c) GOL is not liable for the accuracy, truthfulness, or validity of any data entered by Customer or provided through CampControl. GOL will not be liable for interruption of or delays in transmission of CampControl caused by acts of God, terrorism, fire, water, riots, acts of Government, acts or omissions of Internet backbone providers, or any other causes beyond GOL's control.

(d) Customer's sole and exclusive remedy, if it is dissatisfied with CampControl or with any terms, conditions, rules, policies, guidelines, or practices of GOL is to discontinue using CampControl.

(e) Customer acknowledges and agrees that GOL has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and disclaimers of warranty set forth in this Section 11 and elsewhere in this Agreement, (collectively, the "Limitations"), and that the Limitations form an essential basis of the bargain between GOL and Customer. The Limitations survive and apply even if Customer's remedies provided in this Agreement are found to have failed in their essential purpose.

12. Indemnification.

Customer will indemnify and hold harmless GOL and its affiliates, employees, officers, directors, agents, licensors, successors, and assigns from all damages and liability, including without limitation attorneys' fees, incurred as a result of:

(a) Customer's violation of its obligations under this Agreement,

(b) the negligent or willful acts of Customer, or

(c) the violation by Customer of any third party's rights in connection with the use or operation of CampControl, including without limitation privacy rights, other property rights, trade secret, proprietary information, trademark, copyright, or patent rights, other intellectual property rights, and claims for libel, slander, or unfair trade practices.

13. Termination and Cessation of Service.

(a) Either party may terminate this agreement at any time by written notice to the other. The following provisions of this Agreement will survive the termination of the Agreement for any reason: (i) Sections 11 and 12 above; (ii) Customer's payment obligations incurred before termination; and (iii) any other provision of this Agreement that must survive to fulfill its essential purpose.

(b) GOL may deny Customer access to all or part of CampControl without advanced notice if GOL believes, in its sole discretion, that Customer may have violated any of the terms of this Agreement.

14. Miscellaneous.

(a) This Agreement, together with the Activation Terms, constitutes the entire Agreement between GOL and Customer regarding its subject matter and supersedes any prior or contemporaneous written or oral agreements between the parties regarding such subject matter, including without limitation any offer, purchase order, or similar instrument. GOL may revise this Agreement by posting a new version of this Customer Service Agreement on the CampControl website, and such revised terms will become effective 30 days after they are posted. Customer waives any right to notice of revised terms other than through the website, and such waiver will remain in force even if GOL never provides notice by e-mail or another medium. Customer's continued use of CampControl on or after the effective date of revised terms will constitute acceptance of such revised terms. Except as expressly provided in the preceding sentence, this Agreement may not be amended except through a written agreement signed by the duly authorized representatives of both parties.

(b) In the event of any conflict between the Activation Terms and these Terms of Service, the Activation Terms will govern.

(c) If any provision of this Agreement is held invalid, illegal, or unenforceable, including without limitation as a result of unconscionability or inconsistency with public policy, such provision will be construed so as to come as close as possible to its intended meaning, and the validity, legality, or enforceability of the remaining provisions will in no way be affected or impaired.

(d) Customer is responsible and liable for use of CampControl by its employees and other agents and by any third party accessing customer's account, including without limitation unauthorized third parties. Customer's rights in this Agreement are personal and not assignable. GOL may assign its rights and obligations under this Agreement to third parties.

(e) This Agreement is to be construed in accordance with and governed by the internal laws of the Province of British Columbia. Any claim arising out of or related to this Agreement will be submitted to mandatory, binding arbitration under the auspices of the British Columbia International Commercial Arbitration Centre with the parties sharing equally the costs of arbitration. The preceding sentence does not limit either party's right to provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration, and the exercise of any such remedy does not waive either party's right to arbitration.

(f) GOL's remedies provided in this Agreement are cumulative and not exclusive. The failure by either party to exercise any right or remedy under this Agreement will not be deemed a waiver of any such right or remedy.

(g) No person or entity who is not a party to this Agreement will derive any rights whatsoever hereunder as a third party beneficiary of this Agreement.



CampControl Activation Agreement

Exploration Company Account

Customer:

Account Activation Date:

Activation Period:

Monthly Rate:

Hibernation Rate:

Maximum Hibernation Months:

Customer Administrator:

Name:

Email:

Phone:

On behalf of the Customer above, I hereby request a subscription to one CampControl Exploration Company Account for the period detailed above to be charged at the Monthly and Hibernation rates detailed above, according to the terms of the "Customer Service Agreement: CampControl Exploration Company Account" available on the CampControl website dated April 1, 2008.

Signature:

Date:

Payment Details:

Name on Card:

Signature:

Card Number:

Date:

Expiry Date:

Issuer: