

Promeric Technologies Inc.

INSOLVENCY MANAGER SOFTWARE LICENCE AGREEMENT

Promeric Technologies Inc. (hereinafter PTI) and the LICENCEE identified in the attached Schedule A, agree as follows:

1. PTI grants to the LICENCEE a nonexclusive licence for the use of the proprietary computer software product or products indicated on Schedule A (the "Program").
2. No title or ownership rights are transferred to the LICENCEE by this agreement.
3. The Program licensed by this agreement will be used by the LICENCEE only in relation to the business of the LICENCEE at (or, in the case of a portable computer, out of) the location described in Schedule A.
4. The LICENCEE agrees that it will not disclose the Program or any part of it to anyone other than the LICENCEE, nor distribute the Program or any part of it to any other party.
5. The LICENCEE may create back-up copies of the Program provided that all such copies shall remain subject to the terms of this Agreement.
6. The LICENCEE agrees to pay to PTI the annual licence fee generally charged by PTI within thirty (30) days of the effective date of this Agreement. If the Agreement is renewed, the LICENCEE agrees to pay PTI the latest annual renewal fee generally charged by PTI on or before the one-year renewal date.
7. PTI may revise any of the fees by sending written notice to the LICENCEE at least sixty (60) days prior to the renewal date of this agreement.
8. PTI will provide the LICENCEE with maintenance of the Program for as long as this Agreement is in effect. Maintenance includes updates and improvements to the LICENCEE's version of the Program when and if developed, reasonable written or telephone consultation, with telephone charges paid by the LICENCEE, and reasonable efforts to correct errors or deficiencies in the Program. The LICENCEE agrees that maintenance does not require PTI to correct any and every problem that the LICENCEE may have with the Program.
9. Maintenance will be provided only for the latest release of the Program.
10. This Agreement shall become effective upon signing by the LICENCEE and PTI or representative of ISS and shall run for a term of one (1) year from that date. The term of this Agreement shall be automatically renewable for one (1) year terms from the anniversary date unless LICENCEE or PTI provides written notice of nonrenewal at least

Promeric Technologies Inc.

INSOLVENCY MANAGER SOFTWARE LICENCE AGREEMENT

thirty (30) days prior to the anniversary date.

11. PTI shall have the right to terminate this Agreement upon violation by the LICENCEE of any of the provisions of this Agreement.
12. Upon termination or nonrenewal of this agreement, the LICENCEE shall destroy all copies, including partial copies of the Program, and will provide written notice of this destruction promptly, stating that the Program are no longer in use or usable by the LICENCEE.
13. Upon termination or nonrenewal of this Agreement, the LICENCEE will continue to hold the program in confidence and will not thereafter use the Program. This paragraph will survive this Agreement.
14. PTI does not warrant the Program to be error free, although efforts will be made to correct known errors under the Maintenance clause above.
15. PTI and its representatives will not be held liable for any damages including lost profits, lost savings, other incidental or consequential damages arising from the use or inability to use the Program, even if PTI has been advised of the possibility of such damages. PTI will not be liable for any claim by any other party.
16. The LICENCEE agrees that this Agreement and the Program may not be sublicensed, transferred or assigned to any other party without the written consent of PTI.
17. The LICENCEE acknowledges that the program contains proprietary and confidential information of PTI. The LICENCEE will take the same care to safeguard the program as it takes to safeguard its own confidential information, and this care shall not be any less than would be taken by a reasonable company to safeguard its information.
18. This Agreement forms the complete and exclusive statement of the agreement between the LICENCEE and PTI, and supersedes all prior agreements, proposals, representations, and communications between the two parties.
19. Should the LICENCEE and PTI enter into a master or national agreement governing all licences held by the LICENCEE, the master or national agreement shall govern over this Agreement in cases of conflict.
20. This agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada.

Promeric Technologies Inc.

INSOLVENCY MANAGER SOFTWARE LICENCE AGREEMENT

Promeric Technologies Inc.

LICENCEE (Firm)

Authorized Signature

Authorized Signature

Name & Title (Print)

Date

Date

Promeric Technologies Inc.

INSOLVENCY MANAGER SOFTWARE LICENCE AGREEMENT

Send the executed licence agreement along with Schedule A to:

Promeric Technologies Inc.

2 Lansing Square Suite 300

Toronto ON M2J 4P8

Tel: (416) 494-9851

Fax: (416) 494-9592

Promeric Technologies Inc.

INSOLVENCY MANAGER SOFTWARE LICENCE AGREEMENT

Schedule A

LICENCEE:

ADDRESS:

TELEPHONE: FAX:

EMAIL:

LICENCEE CONTACTS.

TRUSTEE:

UPDATES TO BE SENT TO ATTENTION OF:

INVOICES TO BE SENT TO ATTENTION OF:

Products Ordered (check all that apply):

INSOLVENCY MANAGER:

NUMBER OF STATIONS:

5 stations

10 stations

More than 10 stations (Specify number) _____ (must be in increments of 5)

Cheque Writer 32

Promeric Technologies Inc.

INSOLVENCY MANAGER SOFTWARE LICENCE AGREEMENT

SCHEDULE B (Price List)

INSOLVENCY MANAGER – ANNUAL License fee depends on number of concurrent users who will access the program.

5 stations	\$2,200.
10 stations	\$3,850.
More than 10 stations (in increments of 5 stations)	\$350 per station

Licence fee includes

- * runtime licence for the database system
- * licence to use **Insolvency Manager** on one standalone computer or one network server, accessed by up to the contracted number of simultaneous users
- * one copy of the User Manual for **Insolvency Manager**

- . * updates to the software as released
- . * ISS staff time for telephone consultations

CHEQUE WRITER 32 (one time fee) \$1,150.

Taxes are extra where applicable.