

Reseller Agreement (RA)

BSSI and you (as identified in the signature block below) agree to the following terms: *You must sign this agreement before you can provide licensed software to customers.*

1. Scope. In summary, the RA gives you the non-exclusive right to provide licensed software to customers.

2. Definitions. In the RA, "you" means the company that has entered into the RA with us (and your affiliates that enter into an affiliate agreement), and "we", "us" or "BSSI" means Binary Stream Software Inc. (and its affiliates). Other definitions follow:

2.1 "affiliate" means any legal entity that is owned by you or us, that owns you or us, or that is under common ownership with you or us. Ownership means control of more than a 50% interest.

2.2 "customer" means anyone who acquires licensed software from you for use as an end user and not for distribution, hosting or resale to another.

2.3 "customizations" means (a) changes, modifications, enhancements, revisions and alterations you make to the licensed software or, when applicable, software documentation and (b) computer software that you independently develop for customers in relation to the licensed software.

2.4 "EULA" means the end user license agreement (sometimes known as the international program license agreement or "IPLA") that governs the licensed software and grants customer use rights.

2.5 "geographic region" means the geographic region(s) identified.

2.6 "licensed software" means the computer software programs and other offerings on the price lists that we publish to the general public. The licensed software may include, (i) software documentation, (ii) computer software programs, and (iii) other BSSI materials from our affiliates (or licensed by our affiliates) including any BSSI technology, services, documentation, information, materials and other benefits provided to you under the RA.

2.7 "software assurance" means the customer right to upgrade and run the latest release of the licensed software. You may provide software assurance to customers, if available, as outlined in section 4.5.

2.8 "software documentation" means any electronic and written aids and specifications we develop for licensed software and make available to you or your customers.

2.9 "written notice" means notice by email, or by any other reasonable means communicated by us (depending on the legal requirements of the country in which you are located).

3. Software and prices.

3.1 Price lists. We will use written notice to provide you with price lists for the licensed software.

Price lists include reference sales prices for licensed software in U.S. dollars (or CAD or other local currency that we specify based on customer location) and licensed software discounts. You do not have discretion to set your own customer prices unless otherwise agreed upon. Customer prices will be fixed by BSSI and you have the right to negotiate customer pricing with BSSI and to negotiate and establish payment terms and conditions with your customers. The negotiation of those terms between you and your customers will not be subject to our review or approval in any way.

3.2 Notice of changes. We may change the price lists from time to time and it is your responsibility to inquire about changes. Prices given to you are valid for thirty (30) days from the time of written notice unless otherwise specified.

3.3 Ordering. Simply contact a BSSI representative to place an order or you can request a copy of BSSI's order form.

4. License grant. When both parties sign this agreement, you are granted a non-exclusive, non-transferable, non-assignable, limited license to provide licensed software to customers (with or without customizations) and to create customizations to specific licensed software.

4.1 Distribution Rights. You can only provide licensed software directly to customers. No additional distribution rights are granted under the RA unless otherwise agreed upon through written notice.

4.2 Software documentation. You may provide software documentation to customers, as described in the solution addenda and price lists, in print or electronic form, in connection with the provision of the licensed software. You must include all relevant BSSI copyrights, notices and marks. Except when authorized by the price list, you must not distribute the software documentation as part of any publication for sale separate from the licensed software. You must not create customizations of the software documentation unless you are licensed to perform such customizations under a specific solution addendum.

4.3 EULAs. Customer use of the licensed software is governed by EULAs. We will make the EULAs available to you and, if appropriate, directly to customers either in electronic form on a Web site, or as part of the

licensed software, or by other reasonable means. You do not have any authority to modify the terms and conditions of the EULA, and must act consistently with its terms.

4.4 Affiliates. Your affiliates can receive the rights granted to you in the RA if they sign their own RA or enter into an affiliate agreement with us. You guarantee your affiliates' compliance with the provisions of the RA. You will indemnify us for any breach of the RA by your affiliates. You must submit affiliate agreements entered into by your affiliates to us.

4.5 Software assurance coverage. You may provide software assurance to your customers for licensed software if it is available on the price list. Your provision of software assurance is subject to the following limitations:

(a) You may provide software assurance coverage for the amount of time stated in the applicable price list and only as permitted by the software assurance offering.

(b) You must use commercially reasonable efforts to tell your customers about the availability of new licensed software releases, software assurance and the features and benefits of the new releases.

4.6 Customizations. You are solely responsible for and bear any and all liability relating to any customizations you provide to customers. This includes any adverse effect that your customizations have on any functionality of the licensed software or software documentation or otherwise relating to use of your customizations by customers.

4.7 RA administration. For certain changes to the RA, as described in other sections of this agreement, we will give you written notice. We may contact you by telephone, fax or physical or electronic mail at any time for the primary purpose of administering the RA.

4.8 End user agreements. You must provide your customizations to customers under signed written agreements (between you and the customer) that includes the following provisions:

(a) The number of users and/or devices that may access or use the customizations is limited to a specified number.

(b) The EULA terms govern the licensed software (the customer is not licensing the licensed software under your agreement).

(c) The customer has and will maintain sufficient quantities of fully valid Microsoft (Great Plains)/Microsoft Dynamics GP licenses (including licenses for licensed software) to support the maximum number of users and/or devices that may access or use the customizations as described in section 12.5(b) of this agreement. You will make reasonable efforts to provide us with information to verify that the customer has sufficient Microsoft licenses, if we request.

(d) You, not BSSI, are responsible for the customizations and any effect they have on the functionality of the licensed software and/or accompanying software documentation.

(e) The customer will be entitled to receive copies of all customizations, and all materials necessary to support customizations. This requirement is designed to address future events where you may be in breach of your agreement with the customer or are no longer able to provide appropriate support services to the customer for any reason.

(f) We will be a third party beneficiary of your agreement with the customer with respect to the matters in this section 4.8. We will have the right to (i) enforce your agreement with the customer, and (ii) verify the customer's compliance. If the law governing the agreement between you and your customer prevents us from being a valid third party beneficiary, you agree to indemnify us for any loss or damage suffered that we would not have suffered as a third party beneficiary.

4.9 Copies. You can only make copies of the licensed software if we specifically authorize you to do so. The quality and content of any licensed software delivered to customers must be equivalent to the master copy of the licensed software. The master copy is a copy of licensed software and its software documentation that BSSI has officially released on diskette(s) or CD-ROM(s) or in another electronic medium. You must meet or exceed the then-current industry standards for media and replication quality for the media you use.

5. Limitations. The rights granted in the RA are subject to the following limitations:

5.1 Dangerous applications. YOU MUST NOT PROVIDE ANY LICENSED SOFTWARE FOR USE IN CONTROLLING THE OPERATION OF EQUIPMENT IN ANY NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIRCRAFT COMMUNICATIONS OR FLIGHT CONTROL SYSTEMS, AIR TRAFFIC CONTROL, MASS TRANSIT, MEDICAL EQUIPMENT (FDA CLASS 2 OR 3, OR EQUIVALENT), OR WEAPONS SYSTEMS, OR IN ANY OTHER INHERENTLY DANGEROUS APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

5.2 Full functionality. The licensed software must be delivered to customers in its entirety. You must not adversely affect the full functionality of the licensed software (see below). You will not alter any information within any financial applications of the licensed software that could damage the integrity of data files or audit trails or modify data to deviate from established accounting rules, regulations, authoritative pronouncements, principles and practices that apply to your customers.

5.3 Other limitations. The following additional limitations apply:

- (a) Your rights are expressly limited to the rights described in the RA. We do not assign any of our intellectual property rights for the licensed software.
- (b) You must not sublicense, rent, lease, lend, provide commercial hosting services with, or operate a service bureau with the licensed software except if we expressly authorize it.
- (c) You and your affiliates must not use the licensed software for internal use unless we have granted you the right to do so separately.
- (d) You must not reverse engineer, decompile or disassemble any licensed software, except to the extent expressly permitted by applicable law despite this limitation.
- (e) You must employ the best available and commercially reasonable tests for viruses in your reproduction, integration, and installation processes for the licensed software and any customizations, to ensure that no licensed software or customizations that have been infected with a virus will be deployed.
- (f) You must offer to each customer acquiring licensed software at least one full copy of the software documentation to which they are entitled to under the applicable EULA and the price list.
- (g) Your rights to any of the licensed software or BSSI materials does not include any license, right, power or authority to (i) create derivative works of or customizations to the licensed software in any manner that would cause the licensed software in whole or in part to become subject to any of the terms of an excluded license or (ii) distribute the licensed software (or derivative works or customizations to the licensed software) in any manner that would cause the licensed software to become subject to any terms of an excluded license. An excluded license is any license that requires as a condition of use, modification and/or distribution of software subject to the excluded license, that such software or other software combined and/or provided with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

6. Technical and other support, training, brand and software for your use not included. The RA does not offer you technical support, training, account management, marketing and sales support, brand or logo rights, internal use software or not for resale software. These may be available to you subject to separate terms, conditions and eligibility criteria through other programs, offerings or initiatives. For more information please contact BSSI. We are not obligated to and do not provide any technical support for your customizations. You are solely responsible for providing technical support to customers for your customizations.

7. Credit and Payment terms. We may change the following terms from time to time:**7.1 Payment terms.**

- (a) Payment is due on the date and in the currency specified in our invoice. ~~Payment is due whether you receive our invoice or not.~~
- (b) If you fail to make payment of any sums by the due date we may take any, some or all of the following actions:
 - (i) Terminate the RA immediately upon written notice to you and without an opportunity to cure;
 - (ii) Hold all pending orders and suspend further shipments under the RA and/or any other agreement between us and you until all RA payments due are received;
 - (iii) Charge interest on the past due amount from the first day the amount is past due until the amount is paid in full. This includes any before or after judgment amounts. Interest will be charged on a day to day basis at the rate of 1% per month (12% per annum) on a simple interest basis, or the legal maximum, whichever is less. Interest will be paid on demand to us by you. If we choose to take one, some or all of these actions we do not waive any other right or remedy available to us under this agreement or at law.
- (c) All payments must be made by any means we agree to. Any remittance costs must be paid by you and may not be deducted from the amount due.
- (d) Unless we issue a credit note, you may not withhold payment or make deductions on the amount due on any invoice (by way of offset, counterclaim or otherwise). This includes returns, rebates, price adjustments, billing errors, handling fees, allowances or any other charges. The only exception is for disputed items notified as described in section 7.1(e) of this agreement.
- (e) If you dispute any amount invoiced by us or have a complaint about the licensed software delivered to you (other than an end user return or a warranty claim) then: (i) you must pay for all the non-disputed amount on the invoice as described in section 7 of this agreement; and (ii) you must provide details of the disputed item or complaint (together with supporting documentation and information) within 21 days of the date of our invoice.
- (f) Your payment to us is not contingent on your receipt of any payments from affiliates or customers.

(g) All payments (i) must be made in the currency specified in our invoice (subject to applicable law), and (ii) must not be discharged or satisfied by any tender, or any recovery pursuant to any judgment, which is expressed in or converted by you to any currency other than the full amount expressed in our invoices.

7.2 Financial statements. We reserve right to periodically require audited financial statements (or equivalent information that may be acceptable to us) in connection with your obtaining or retaining credit terms. Our credit department uses these financial statements for the sole purpose of establishing and reviewing your credit and will treat unpublished financial statements as confidential information under section 15.4. Financial statements should be forwarded to the attention of our credit department at the address provided in the RA.

7.3 Credit and Security. After our review of your financial condition and overall credit worthiness, we may, at our discretion, extend credit to you. If we extend credit to you, you may be required to promptly provide a bank guarantee, letter of credit, corporate guarantee cash deposit, or other form of security. These requirements will be, in amounts, form, and with entities acceptable to us. Upon written notice, we may revise or withdraw any credit extended to you at any time. If we withdraw or reduce any credit, you must immediately pay all sums due (or that become due in excess of the revised credit limit) or pay all sums due in advance or on delivery of your next order, at our option.

8. Warranty and indemnity obligations.

8.1 Our warranty and indemnity obligations.

(a) NOTICE REGARDING LICENSED SOFTWARE. Each item of the licensed software is complex computer software. Its performance will vary depending upon hardware platform, software interactions, and licensed software configuration. You acknowledge that the licensed software is neither fault tolerant nor free from errors, conflicts or interruptions. You also acknowledge that software bugs may be identified upon customization or installation of licensed software. You therefore accept the responsibility of determining that the licensed software is suitable in quality and performance for use on the computer systems on which it may be installed. This includes conducting sufficient testing of your customizations and installations on computer systems on which it may be installed (including failure mode and effects analysis on such computer systems), and providing any necessary notices or warnings to your customers.

(b) No warranty. Unless otherwise is expressly stated in this agreement or in mandatory statutory legislation applicable to this agreement, we disclaim and exclude all warranties and representations (express or implied, by statute or otherwise) in relation to the licensed software, including without limitation, warranties of title, merchantability, satisfactory quality, non-infringement, fitness for a particular purpose or any implied warranty arising from course of dealing or usage of trade. We make no warranty that the licensed software will operate properly in connection with any customization or on any customer system(s), or that any customization will operate properly with a later release of the licensed software.

(c) Limitations on defense. We will not be liable for any claim *to the extent* that the claim is based on you, your affiliate, or your customer's (i) copying, providing or use of the licensed software after we notify you to discontinue copying, using or providing licensed software due to such a claim; (ii) combining the licensed software with customizations or any other non-BSSI product, program or data; or (iii) customizing or otherwise altering the licensed software. You will reimburse us for any costs or damages that result from these actions.

8.2 Your warranty and indemnity obligations.

(a) No representations. You must not make any representation or warranty with respect to any licensed software or its use to any customer on our behalf.

(b) Indemnity. You must defend, indemnify and hold us harmless from any claim from a third party arising as a result of: (i) licensed software installed outside generally accepted industry standards; (ii) any software virus introduced by you to licensed software; (iii) its use or inability to use licensed software if such claim would not have occurred solely from use of the licensed software without your customization; (iv) the customized licensed software infringing any proprietary right of that third party if such claim would have been avoided by the exclusive use of the licensed software; (v) your acts and omissions in connection with the RA, and (vi) any loss or damage suffered by us, for which you have been compensated by a customer, which we would not have suffered if we were a third party beneficiary, if the law governing your agreement with the customer prevents us from being a valid third party beneficiary of your agreement with your customer.

9. Limitation of liability.

9.1 Limitation.

(a) Your total cumulative liability to us under the RA and our exclusive remedy for any such liability

will be limited to 100% of the amount actually paid and any amounts owed by you to us during the then-current term of the RA. Our total cumulative liability to you, and your exclusive remedy for any liability not described in subsections 9.1(b)-(e) below, will not to exceed the amount actually paid by you to us under the RA during its then-current term.

(b) For copyright and trademark infringement claims our cumulative liability to you arising within the geographical boundaries of a given country will be further limited to an amount not to exceed 100% of the amount you actually paid to us for the infringing licensed software that you provided into or from that country during the then-current term of the RA.

(c) For patent infringement claims arising within the geographical boundaries of Australia, Canada, the European Union member nations, Japan, Norway, Switzerland, or the United States our cumulative liability to you will be further limited to an amount not to exceed 100% of the amount you actually paid to us for the infringing licensed software that you provided into or from that country during the then-current term of the RA.

(d) For patent infringement claims arising within the geographical boundaries of any country other than those in section 9.1(c), our cumulative liability to you will be limited to infringement damages resulting from your direct provision of licensed software to customers located in the applicable country, and any such liability will be further limited to an amount not to exceed 100% of the amount actually paid by you to us for the infringing licensed software resulting in such infringement damages.

(e) The limits on liability in this section apply to third party claims under section 8.

(f) The limits on liability in this section do not apply to your and our liabilities and remedies for fraud, gross negligence, unauthorized use of intellectual property or breach of confidentiality obligations.

(g) You release us and we release you, from all liability in excess of the limitations in this section, including any claim for indemnification or contribution, whether arising under statutory or common law or otherwise.

9.2 No liability for certain damages.

(a) In the absence of fraud or gross negligence, neither you nor we nor any of your or our affiliates or suppliers will be liable to the other for any damages for loss (whether direct or indirect) of profits or revenues, business interruption, loss of or damage to data or records, or loss of business information, or for any indirect damages of whatever nature (including without limitation, consequential, special or incidental damages) arising in connection with the RA or for any other indirect, consequential, punitive, incidental or special damages arising out of or related to the RA (even if the other party has been advised of the possibility of such damages). A party's liability for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the other party or its agents caused or contributed to that loss or damage.

(b) The exclusion of liability in this section applies to third party claims under section 8.

(c) The exclusion of liability in this section does not apply to your or our liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights.

9.3 Application. The limitations on and exclusions of liability for damages in the RA apply to the maximum extent permitted by applicable law, regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, statute, breach of warranties, or any other legal theory.

9.4 Consumer rights. If the provision of any licensed software under the RA is considered to constitute a supply of goods or services to a "consumer" for the purposes of applicable local law, for which liability may not be excluded or restricted, then nothing in the RA will have the effect of excluding those rights or remedies. If such liability may not be excluded, then to the maximum extent permitted by law, such liability is limited, at our exclusive option, in the case of services to either supplying the services again or the payment of the cost of having the services supplied again, and in the case of goods to either (i) replacement of the goods, (ii) correction of defects in the goods, or (iii) payment of the cost of replacing or repairing the goods or acquiring equivalent goods.

9.5 Business purposes. You confirm that you are entering the RA for business purposes only. You agree that the provisions of any consumer protection legislation for the relevant jurisdiction will not apply to the extent that that contracting out of such legislation is permitted by law.

10. Term and termination.

10.1 Term. The RA will take effect on the date we sign this agreement. Unless terminated earlier, the RA will continue and renew itself every 365 days unless a new RA is generated in which you must resign the new RA.

10.2 Termination for cause. If you or we breach any provision of the RA, and the cause for termination is curable, the terminating party will give 30 calendar days' written notice and opportunity to cure. If the cause

for termination is the type that is not curable during that time, termination will take effect immediately upon written notice from the party who is not in breach. For example, if you exceed the license grant in section 4 and section 5, it will be deemed a breach that is not curable.

10.3 Other obligations.

- (a) When the RA is no longer in effect, you must (i) immediately stop using all rights granted by the RA, or the solution addendum and (ii) pay us any amounts due under the RA.
- (b) On the date the RA terminates, if you have existing obligations to provide customers with software assurance, you may continue to provide licensed software to them for the sole purpose of fulfilling these specific obligations. All rights necessary to fulfill the existing software assurance obligations under the RA will survive only for this purpose, and will terminate one year from the date the RA terminates.
- (c) Termination of the RA will not affect licenses for the licensed software that were previously granted to customers. Those licenses will continue as described in the EULA terms.

10.4 Statutory form. Without any liability to you, we reserve the right to either terminate or vary the RA without use of a statutory form, including in circumstances where a statutory form is required.

10.5 Waiver of rights and obligations. To the extent necessary to implement the termination of this agreement, you and we each waive any right or obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this agreement.

10.6 Survival. Sections 2, 5, 8, 9, 10, 11, 12, 13, 14, 15, and 16 will survive any termination or expiration of this agreement.

11. Verifying compliance. During the term and for three years after this agreement ends, you must keep all usual and proper books and records (according to the set of accounting rules, regulations, authoritative pronouncements, principles and practices accepted in your jurisdiction) relating to your performance of the RA, including without limitation, documents related to acquisition, delivery and destruction of licensed software. During the same period, at our cost and upon at least 48 hours advance written notice to you (except for audits related to counterfeit software), our audit team may conduct audits of your applicable books, records, operations, processes and facilities during any selected period to verify your compliance with the terms of the RA. You will promptly correct any errors and omissions (including any underpayments) disclosed by the audits. Any audit will be conducted during your normal business hours and in a manner that does not interfere unreasonably with your normal business activities. You will provide us with access to all applicable books, records, operations, processes and facilities that we may need to review to complete a proper and thorough audit. If an audit is conducted with notice, you will have all applicable books, records and operations available to us at the beginning of the audit. You will pay us the costs for the audit if any audit uncovers a discrepancy of 20% or more of the amount that should have been paid during the applicable audit period. If the audit team makes any commercially reasonable recommendations to you on record keeping, you will implement the recommendations within a mutually agreeable timeframe.

12. Intellectual property.

12.1 Referential use of trademarks. The RA does not grant you any right, title, interest, or license in or to any of our names, word marks, logos, logotypes, trade dress, designs, or other trademarks. You may use our corporate name, technology names and trademarks in plain text (but not logos, trade dress, designs or word marks in stylized form) to accurately identify and refer to BSSI and its technology and services, provided that your use is not likely to cause confusion about the source of your solutions or your relationship with us and your use is according to our usage guidelines. For further assistance, please contact BSSI.

12.2 Proprietary notices. You must not remove any copyright, trademark or patent notices contained in or on any of the licensed software. You must include our copyright notice on all copies of the licensed software, packaging and on any documentation for the licensed software, including on-line documentation. You must use the appropriate trademark, licensed software descriptor and trademark symbol (either "™" or "®"), and clearly indicate our (or our suppliers') ownership of trademark(s) whenever the licensed software name is first mentioned in any advertisement, brochure or in any other manner in connection with the licensed software.

12.3 Use of your marks. By accepting the RA, you also expressly agree that we are entitled to publish your names, trade names, trademarks, and logos in connection with your participation as a provider of licensed software for purposes reasonably related to the RA. We will not modify your names, trade names, trademarks and logos. Upon our request, you will provide us artwork for your logos, in printed or electronic form or both. The RA does not grant us any other right, title, interest or license to any of your names, word marks, logos, logotypes, trade dress, designs, or other trademarks.

12.4 Unsolicited commercial email. You may not use our marks in connection with the transmission or distribution of unsolicited commercial email or in any manner that would violate local law or custom or conflict with our policies.

12.5 License compliance.

(a) You must not engage or participate with any third party in the unauthorized manufacture, duplication, delivery, transfer or use of counterfeit, pirated or illegal software and you must not otherwise infringe any of our other intellectual property rights. You must reasonably cooperate with our affiliates and us in the investigation of counterfeit, pirated or illegal software. You must report to us, as soon as possible after you notice it, any suspected counterfeiting, piracy or other infringement of copyright in computer programs, manuals, marketing materials or other copyrighted materials owned by us and/or our licensors.

(b) Your customers must acquire from you or us sufficient numbers of licenses for software. You will promptly inform us of any known or suspected failure by a customer to possess sufficient numbers of licenses. You will promptly inform us of any known or suspected violations by a customer of any license agreement.

12.6 No technology transfer arrangement. The RA does not create a "technology transfer" agreement, as defined by applicable law because (a) the technology (including any licensed software) made available under the RA is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any licensed software) will have its own technology license. You will not hold yourself out as our technology recipient and will not attempt to identify us as a technology provider under the RA.

13. Compliance with laws.

13.1 Export restrictions. You acknowledge that the licensed software is subject to Canadian export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the licensed software. Such laws include restrictions on destinations, end-users and end use.

13.2 Government approvals. You and your affiliates must, at your own expense, obtain and arrange for the maintenance of any government approvals and comply with all applicable local laws and regulations necessary for your provision of the licensed software and your performance of the RA. You may import, provide, or license the licensed software in or to a country or territory only if allowed by, and in compliance with, all applicable laws and regulations of the country or territory as well as all provisions of the RA.

14. Taxation. The amounts to be paid to us under the RA do not include any foreign, Canada federal, provincial, local, municipal or other governmental taxes (including without limitation goods and services taxes), stamp or documentary taxes, duties, levies, fees, excises or tariffs, arising as a result of or in connection with the transactions contemplated under or any supply made under the RA. However, you must pay to us any applicable value added, goods and services, sales or use taxes or like taxes that are owed by you solely as a result of entering into the RA and which are permitted to be collected from you by us under applicable law. You may provide to us a valid exemption certificate in which case we will not collect the taxes covered by such certificate. We are not liable for any of your taxes that you are legally obligated to pay which are incurred or arise in connection with or related to the sale of goods and services under the RA, and all such taxes (including but not limited to net income or gross receipts taxes, franchise taxes, and/or property taxes) shall be your financial responsibility. Where such taxes are imposed on us by law, you must pay us an amount on account of such taxes as invoiced by us to you. You agree to indemnify, defend and hold us harmless from any taxes (including sales or use taxes paid by you to us) or claims, causes of action, costs (including, without limitation, reasonable attorneys' and legal fees) and any other liabilities of any nature whatsoever related to such taxes. If, in accordance with local laws and regulations or after a determination by foreign tax authorities, any taxes are required to be withheld on payments made by you to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you shall promptly secure and deliver to us an official receipt for any such taxes withheld or other documents necessary to enable us to claim a Canadian Foreign Tax Credit. The withholding taxes referred to in this section apply to withholding taxes required by the taxing authorities on payments to us only and do not include any withholding taxes suffered by you for payments made to you by your customers, such withholding taxes will be your financial responsibility. You will make certain that any taxes withheld are minimized to the extent possible under applicable law. This tax section shall govern the treatment of all taxes arising as a result of or in connection with the RA notwithstanding any other section of this agreement or any other document included in the RA.

15. General.

15.1 Entire agreement. The terms and conditions of the RA form our entire agreement concerning your provision of the licensed software to customers, and supersedes any prior or contemporaneous communications, and any prior agreement between us and you or your affiliates relating to the resale or provision of any of the licensed software. Any purchase order or any general terms and conditions you or your affiliates maintain do not apply to the transactions between you and us relating to our relationship under the RA. The RA can be changed only by an amendment signed by both you and us, except that we may change the RA guide as specifically stated in this agreement.

15.2 Notices. All notices and requests in connection with the RA must be sent as specified in other sections of the RA to the named contact person and the address you provide us. For notices and requests to us, please use the address given in this agreement. You will give us prompt written notice if you or your affiliates who have entered into an affiliate agreement become insolvent, enter bankruptcy, reorganization,

composition or other similar proceedings, whether voluntary or involuntary, or admit in writing your inability to pay debts, or make or attempt to make an assignment for the benefit of creditors.

15.3 Assignment. You may not assign or transfer the RA or your rights or obligations under it, or subcontract a significant part of your rights or obligations to a third party, whether by contract or by operation of law, without our prior written consent, which will not be withheld without a commercial purpose. We may transfer our rights and obligations under the RA without your consent, but only to one of our affiliates. Any prohibited assignment is void.

15.4 Confidentiality. The following terms and conditions apply to exchanges of information that take place under the RA.

(a) "Confidential information" means nonpublic information that you, we, or an affiliate designates as being confidential or which, under the circumstances surrounding disclosure, or given the nature of the disclosure, should be treated as confidential.

(b) You and we must refrain from disclosing any confidential information of the other for five (5) years following the date of disclosure, except that if the confidential information contains personal information (such as customer contact information), there is no time limit regarding non-disclosure. Neither party will be liable for disclosure of information which the receiving party can prove (a) is already known to the disclosing party without an obligation to maintain the same as confidential; (b) becomes publicly known through no wrongful act of the disclosing party; (c) is rightfully received from a third party without breach of an obligation of confidentiality owed to the other party; or (d) is independently developed by the disclosing party.

(c) However, confidential information may be disclosed as required by a judicial or other governmental order, if the receiving party either: (i) gives reasonable notice of the order to allow the other party a reasonable opportunity to seek a protective order or otherwise prevent or restrict its disclosure, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will protect the confidential information to the maximum level allowed under applicable law or regulation.

(d) The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the confidential information, including ideas, concepts, know-how, or techniques contained therein. You and we are free to use the residuals resulting from access to or work with confidential information for any purpose, however, the receiving party may not disclose the confidential information except as expressly permitted pursuant to the terms of this agreement. The receiving party will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. This subparagraph does not grant a license to the receiving party under the disclosing party's copyrights or patents.

(e) One party may provide the other party with suggestions, comments or voluntary feedback if it does not violate any other contractual or legal obligations. This feedback may be used, disclosed, reproduced, licensed, distributed and exploited by either party without obligation or restriction of any kind. Unless the parties specifically agree in writing, this feedback, even if designated as confidential, will not create a confidentiality obligation.

(f) We may use any technical information we derive from providing services related to our technology for problem resolution, troubleshooting, functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

(g) You agree to keep in strict confidence any customer information given to you by us under the terms of the RA. You also agree to take reasonable security measures to protect the customer information from unauthorized use, access, disclosure, alteration or destruction. Security measures will include access controls, encryption and any other security means that are required to comply with applicable laws.

15.5 Relationship between you and us. Even though we may call you a 'partner', you are an independent contractor for all purposes regarding the RA and its provisions (whether for licensed software, customizations or anything else). At no time do you have the power to (i) bind BSSI, (ii) vary any terms, conditions warranties or covenants made by BSSI or (iii) create in favor of any person any rights that we have not previously authorized in writing. Neither the RA, nor any of its provisions, will be construed as creating a partnership (as such term is used in applicable partnership laws to designate a legal partnership entity), joint venture, agency, or franchise relationship or any fiduciary duty between us.

15.6 Language. We offer the RA in English only.

15.7 Severability. If a court holds any provision of the RA to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and we will amend the RA to give effect to the stricken section to the maximum extent possible.

15.8 Waiver. No waiver of any breach of the RA shall be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

15.9 No representations. You acknowledge that BSSI has not made any representation to you about any licensed software other than as specifically stated in the RA, and that you have relied on your own skill and judgment or that of your advisers in deciding to enter into the RA. However, neither party limits or excludes liability for fraudulent misrepresentations.

15.10 Government customers. Many government entities have unique issues. We ask that you give us written notice before accepting an order from a government customer, so that these issues can be dealt with and the customer satisfied. We may require additional terms and conditions for that purpose.

15.11 BSSI and affiliates - third party beneficiaries. You acknowledge and agree that certain sections of the RA are for the express benefit of BSSI and its affiliates. As a result, we and our affiliates are entitled to require your due performance of each such provision. The RA is being entered into by us not only in our own right but also as agent and trustee for each of our affiliates. Subject to the foregoing, the RA does not create any enforceable rights by anyone other than the parties to the RA.

15.12 Customer References. You acknowledge and agree that BSSI may contact your customer for references and from time to time, will contact them to ensure quality services have been provided from BSSI.

16. NON-SOLICITATION OF PERSONNEL. Each party acknowledges that the other party's personnel are critical to the servicing of its customers. BSSI and you agree not to solicit, hire, or otherwise retain the other party's team member(s) during the performance of this RA. This provision may be waived upon written agreement between the BSSI and you. This provision shall not restrict the right of either party to solicit or recruit generally in the media or as part of general recruiting efforts by third party recruiters, and shall not prohibit either party from hiring an employee of the other who answers any advertisement responds to such general recruiting efforts, or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by BSSI or you respectively.

17. Applicable law; attorneys' and legal fees. The RA is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada. The parties consent to the exclusive jurisdiction and venue in the courts sitting in Vancouver, British Columbia. You waive all defenses of lack of personal jurisdiction and forum non conveniens. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order in any appropriate jurisdiction. If either party commences litigation in connection with this agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. By signing below, you represent that you have read and understand all of the provisions of the RA and agree to be bound by its terms. The parties have agreed upon and executed the RA as of the date set forth below.



(Signature)

Lak Chahal
President & CEO
Binary Stream Software, Inc.
201 - 4238 Lozells Avenue
Burnaby, British Columbia
Canada V5A 0C4
604.522.6300
info@binarystream.com

(Signature)

Name: _____
Title: _____
Company: _____
Address: _____

Phone: _____
Email: _____
Date: _____