

STANDARD LICENSE AGREEMENT

Legal Entity Name:		Trade Name: (if applicable)	
Address:		Email:	
		Telephone:	
Province of Formation:		Tax ID: (GST/HST/PST)	
Entity Type:	<input type="checkbox"/> Corporation <input type="checkbox"/> Co-operative <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor		

This Standard License Agreement (hereinafter "Agreement") is entered into by and between ECI Software Solutions Canada Inc., an Ontario corporation ("**ECI**"), or, in the event that the applicable Order Document is entered into with a different ECI entity or affiliate (an "**Affiliate**"), then this Agreement is entered into by the legal entity identified above ("**Customer**") and ECI, acting on behalf of said Affiliate as the Affiliate's agent and trustee. The terms and conditions under which Customer will license from ECI rights related to selected software programs and related services are set forth in this Agreement. Product licenses granted shall be evidenced by Order Documents incorporated by reference into this Agreement and by ECI-provided registration files. This Agreement is effective when executed by both parties (the "**Effective Date**") and continues until terminated as hereinafter provided.

1. DEFINITIONS

1.1 **Concurrent User Limit**, where applicable, means the maximum number of concurrent logins to the Products as established in a registration file provided to Customer by ECI or a third party licensor.

1.2 **Documentation** means the technical documentation describing a Program published by ECI and supplied to Customer by ECI or made available to Customer on ECI's web site.

1.3 **Enterprise Support** means the Program maintenance and support services set forth in Exhibit A.

1.4 **Named User Limit**, where applicable, means the maximum number of specific employees or contractors that may be designated by Customer to use the Products, as established in a registration file provided to Customer by ECI or a third party licensor, regardless of whether such individual may be actively using the Products at any given time.

1.5 **Order Document** means any quotation, proposal, or transactional document issued by ECI or its Reseller, detailing Products and Services provided by ECI or its Reseller, and accepted by Customer in writing, which become part of this Agreement as provided in Section 3.1. For clarity, if Customer enters into an Order Document (including, but not limited to, a quotation, proposal, or a master services agreement, or any similar form of contract) directly with an authorized Reseller, the terms and conditions thereof will be directly between Customer and the Reseller providing the agreement; provided, however, no Order Document issued by a Reseller may modify or supersede the terms applicable to Products or Services in this Agreement.

1.6 **Products** means Third Party Software and Programs.

1.7 **Program** means each computer software product in object code form proprietary to ECI or its suppliers identified in a registration file provided by ECI to Customer or which is otherwise identified as a Program in any Order Document.

1.8 **Proprietary Information** means the Products, Documentation, ECI's pricing information and all other non-public information or materials treated as or reasonably understood to be confidential to ECI or suppliers to ECI.

1.9 **Registration** means copying an ECI-supplied registration file (containing encrypted information identifying Customer, the Product(s) and the applicable Concurrent User Limit, Named User Limit or other license limit) onto Customer's operating environment on which the Products have been installed. Completing the registration process causes the Products to

become "**Registered**," or causes a change in the applicable license limit to become "Registered" in connection with the Products.

1.10 **Reseller** means an ECI-appointed reseller, distributor, or authorized system integrator that supplies Products and/or license keys to Customer and/or provides Services and support directly to Customer in connection with Products. A **Reseller** may also be referred to as a **Solution Provider**.

1.11 **Services** mean professional consulting services (e.g., implementations, customizations, training, etc.) provided by ECI or its Reseller to Customers for Products, and subject to the terms of an Order Document, together with a Reseller's form of contract, or ECI's then current form of *Standard Services Agreement*.

1.12 **Standard Release Programs** are Programs excluding modifications, whether such modifications are made by ECI, Reseller(s), Customer, or any other party.

1.13 **Third Party Software** means computer software proprietary to a third party provider, and subject to an end user license agreement ("EULA") or other licensing terms of the third party licensor, which Third Party Software is more particularly identified in an Order Document, embedded in a Program, or provided to Customer by the third party licensor.

2. TERM

2.1 Any license that is not designated in the applicable Order Document as a subscription or term license shall be perpetual, commencing on the delivery date.

2.2 Any license that is designated in the applicable Order Document as a subscription license shall be for the duration of the subscription period designated in the Order Document (or any renewal thereof). If the Ordering Document is issued by ECI, by execution of this Agreement, Customer hereby authorizes ECI to automatically deduct payment(s) via Customer credit card (or other payment method acceptable to ECI) in accordance with the payment schedule set forth in the Order Document. All monthly fees shall be due and payable by the Customer monthly in advance. All fees, charges and sales, are final. Once charged to Customer's credit card (or other approved payment method) the payments are nonrefundable. In the event ECI does not receive payment, Customer agrees to pay all amounts due under an Order Document upon demand, including, but not limited to, monthly payments remaining on an agreed upon subscription term. Customer's card issuer agreement governs use of the designated card in connection with this Agreement, and Customer

must refer to that agreement and not this Agreement to determine Customer's rights and liabilities as a cardholder.

2.3 Any license designated in the applicable Order Document as a term license shall continue for so long as the Customer maintains an active, fully paid annual Enterprise Support contract for that license. For clarity, failure by the Customer to pay for an annual Enterprise Support contract will result in the termination of the term license.

3. ORDERS

3.1 ECI will furnish to Customer, and Customer will accept and pay for, Products and Services set forth in Order Documents. For any Programs supplied by a Reseller and identified in an ECI-provided registration file, Customer's obligations to pay for such Programs are established between Customer and the Reseller. Following the Effective Date, Customer may place orders for Products and requests for Services with ECI or the designated Reseller. For Customer orders for Products placed directly with a Reseller, any quotations, proposals, or other Order Documents will be provided directly to the Customer by the Reseller, and the terms and conditions set forth therein shall apply and govern exclusively between the Customer and the Reseller. ECI's method of acceptance of Customer orders for Products will be the issuance of Order Documents to Customer listing those Services and Products ECI proposes to offer to Customer. ECI's policies and charges in effect on the date of the issuance of an Order Document will apply. Invoices will be deemed to be accepted by Customer upon the first to occur of (i) payment by Customer of the license or other fees reflected therein or (ii) Registration of the Products referenced therein or ECI's performance of Services described therein. Order Documents will be deemed accepted by Customer and will become part of this Agreement when accepted by Customer in writing.

3.2 Except as expressly agreed in writing by both parties, no purchase order or other document submitted by Customer or any Reseller, whether in connection with an order, Order Document, a request for Services or otherwise, shall be effective to vary the terms of this Agreement.

4. LICENSE

4.1 Subject to the terms of this Agreement, ECI (or a third party licensor in the case of Third Party Software licensed hereunder) grants to Customer a non-exclusive, non-transferable license to use the Products (excluding any Third Party Software, which is directly licensed to Customer pursuant to a EULA with the applicable third party licensor) after they have been Registered, as follows:

(a) To use the Products solely for Customer's internal information management and internal data processing purposes and solely on Customer's owned or controlled operating environment, subject to any license limitation specified in an Order Document (including, but not limited to, any Concurrent User Limit or Named User Limit). Except as permitted in Section 4.1(c) below, Customer may not install more than one copy of the Products within Customer's operating environment. Customer may not relicense the Products or use the Products for third-party training, commercial time-sharing, rental, or service bureau use. Customer agrees to accept electronic delivery of the Products, together with all future Corrections or Updates (as defined in Exhibit A), or any other enhancements or Product modifications provided by ECI to Customer with respect to the licensed Products;

(b) To use any Documentation when and if provided with the Products in support of Customer's authorized use of the Products; and

(c) To make up to three copies of the Products strictly for archival or backup purposes, which may be installed on a separate server or operating environment, provided Customer keeps the copies in its possession. Each copy made as provided in this Section 4.1 shall contain the same copyright and/or proprietary rights notices that appear on or in the Product being copied.

(d) Customer acknowledges that it may be required to accept a third party EULA for any Third Party Software provided to Customer with any Program provided in connection with this Agreement.

4.2 Customer acknowledges that ECI may include within the Products logic or computer code designed to restrict usage of the Products to the number of users, subscription term, or other limitations authorized under this Agreement or an Order Document ("Security Code"). Customer shall not take any action designed to circumvent the Security Code or other software protection scheme implemented by ECI, and will permit ECI to make

reasonable inquiries, and to audit Customer, concerning Customer's compliance with this Section and Sections 4.1 and 4.3. In the event of any malfunction of the Program code or Security Code, ECI will, as its sole liability and Customer's sole remedy for any such malfunction, provide a new registration file or services to correct such code so that Customer may use the Product as licensed hereunder.

4.3 Customer shall not translate, adapt, modify, decompile, reverse engineer or disassemble the Products (including, but not limited to, specifically disabling any Security Code), nor shall Customer analyze or otherwise examine the Products for reverse engineering purposes.

4.4 **No Third Party Access:** Customer shall not allow any third party to access or use the Software for any reason whatsoever, unless such use is explicitly authorized by ECI in writing.

4.5 **Evaluation/Demonstration License.** In the event that Customer is provided with an evaluation/demonstration version of a Product, Customer's use of said Product will be limited to evaluation and/or demonstrative purposes in a non-production environment for the sole purpose of determining the suitability of such Product for Customer's use. Customer shall have no right to use, copy, disclose, sell, license or otherwise transfer any such Products. Customer's use will be subject to the limited evaluation period and number of users outlined in the applicable Order Document. Products provided for evaluation and demonstration purposes are provided on an "AS IS" basis without the warranties or indemnification set forth in Sections 7.1, 7.2, 7.3 or 10; and subject to the warranty disclaimers set forth in Section 7.4. Customer data will not be retrievable upon expiration of the evaluation/demonstration period.

4.6 ECI or its suppliers shall retain all right, title, and interest in or related to the Products, including, but not limited to, trademarks, service marks, copyright, trade secrets, and any other intellectual property or proprietary rights contained in any copies of all or any portion of the Products. Customer does not acquire any rights, express or implied, in the Products, other than those rights specified in this Agreement. Any ideas, concepts, data processing techniques, software or documentation developed by ECI personnel (alone or jointly with Customer) in connection with Services provided to Customer will be the exclusive property of ECI.

5. PAYMENT PROVISIONS

5.1 Customer agrees to pay ECI or the designated Reseller on behalf of ECI for Product licenses identified in Order Documents, Services and other items as follows: (a) charges for Services and license fees for Products identified in Order Documents and all other amounts payable under this Agreement (including, but not limited to, Invoices for additional Services or Products) shall be payable as set forth in the applicable Order Document; and (b) charges for Enterprise Support (except as included in a subscription license as described in Section 2.3) will be payable annually in advance, net thirty (30) days from the start or renewal date; such fees shall be the then current fees in effect at the beginning of the period for which the fees are paid. Terms of payment of charges for Programs, services, or support supplied by Resellers, if any, are between Customer and the Reseller.

5.2 ECI or the applicable Reseller may impose, and if imposed Customer shall pay, a late payment charge on the unpaid balance of overdue invoices hereunder equal to the lesser of (a) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or (b) the maximum rate allowed by law. Such charge shall accrue from the payment due date until the date such payment is made in full.

5.3 In addition to the charges due under this Agreement, Customer agrees to pay amounts equal to any taxes or fees resulting from this Agreement, or any activities hereunder, including, but not limited to, any federal, provincial or municipal sales, goods and services, harmonized, use, excise, value added, or similar taxes, exclusive of taxes based upon ECI's or Reseller's net income. For any on-site Services requested by Customer and agreed to by ECI, Customer shall reimburse ECI for actual, reasonable travel and out-of-pocket expenses incurred.

5.4 Reinstatement of lapsed Enterprise Support for Programs is subject to ECI's reinstatement fees in effect on the date of reinstatement. Reinstatement fees for maintenance & support for Third Party Software are subject to the third party licensor's then-current policy.

5.5 Customer will pay all costs and expenses (including, but not limited to, ECI's legal fees) incurred by ECI in connection with collection of unpaid amounts owed to ECI by Customer.

5.6 Unless otherwise specified in an Order Document or Proposal, all invoices will be billed in United States currency (USD); and all recurring payments for subscription or Enterprise Support will be indexed for inflation annually at ECI's standard index rate. Fees for a subscription license will only be indexed at the time of renewal.

6. CONFIDENTIAL INFORMATION

6.1 Customer acknowledges and agrees that the Proprietary Information contains confidential information and trade secrets of ECI or its suppliers. Customer shall hold all portions of the Proprietary Information in confidence for ECI and shall not use such Proprietary Information except as provided in this Agreement. Customer further agrees that it shall not make any disclosure of Proprietary Information to anyone, except to employees of Customer to whom such disclosure is necessary to the use for which rights are granted hereunder, provided that any such employees first agree in writing to be bound by the provisions of Sections 4 and 6 of this Agreement. Customer will hold all Proprietary Information in strict confidence and protect all Proprietary Information from unauthorized use, access, or disclosure in the same manner as Customer protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

6.2 Since unauthorized disclosure, use or transfer of the Proprietary Information or Products may diminish substantially the value to ECI of the copyright, proprietary rights and/or trade secrets interests that are subject of this Agreement, if Customer breaches or threatens to breach any of its obligations with respect to limited use (or, where applicable, confidentiality) of the Proprietary Information, ECI shall be entitled to seek equitable relief to protect its interest therein, including, but not limited to, injunctive relief as well as money damages.

7. LIMITED WARRANTIES AND DISCLAIMERS

7.1 ECI warrants that, at the time of delivery and for a period of ninety (90) days thereafter (the "**Program Warranty Period**"), each unmodified Program will operate in substantial conformity with applicable Documentation when operated as specified in such Documentation and as described in Section 4 of this Agreement.

7.2 ECI warrants that its Services will be performed consistent with generally accepted industry standards. This warranty shall be valid for ninety (90) days after the performance of such Services (the "**Services Warranty Period**").

7.3 For any breach of the warranties set forth in Sections 7.1 or 7.2, Customer's sole and exclusive remedy and ECI's sole and exclusive liability, shall be:

a. For Programs: So long as Customer has provided written notice to ECI no later than ten (10) days after the end of the Program Warranty Period, to provide a Correction for errors that ECI can reproduce and that caused the breach of the warranty.

b. For Services: So long as Customer has provided written notice to ECI no later than ten (10) days after the end of the Services Warranty Period, the re-performance of the Services. This provision is limited to those Services provided by ECI and does not extend to services by the Reseller.

7.4 EXCEPT AS EXPRESSLY STATED IN SECTIONS 7.1 AND 7.2 ABOVE, THERE ARE NO WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE PROGRAMS, OTHER PRODUCTS, ENTERPRISE SUPPORT OR OTHER SERVICES OR GOODS FURNISHED HEREUNDER OR IN CONNECTION HERewith. ECI AND ITS DIRECT AND INDIRECT SUPPLIERS DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE OR OF SYSTEMS INTEGRATION. ECI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. Further, ECI does not warrant that the Programs will appear precisely as described in the Documentation or that all errors will be corrected. The delivery of an Update or Correction does not

extend any warranty for a Program. ECI is not responsible for, and will not be liable for, problems caused by changes in the operating characteristics of computer hardware or computer operating systems that are made after the release of the Products, nor for problems in the interaction of the Products with non-ECI-provided software. The Products may include functionality that will enable Customer to access tax calculation, reporting, and address verification modules and/or services, either as a locally installed solution or accessible over the internet. ECI disclaims any and all representations, warranties, conditions, and liability of any kind or nature regarding Customer's use of any such module or service, including, but not limited to, accuracy, security of information, privacy, and/or availability. In the event Programs, Corrections or Updates are delivered to Customer via the Internet, ECI shall not be responsible for any interception or interruption of any communications sent through the Internet, or for changes to or losses of data through the Internet unless such interception or interruption results from ECI's gross negligence or willful misconduct. ECI shall in no event be responsible for the consequences of changes or modifications to the Programs made by anyone other than ECI. Customer acknowledges and agrees that ECI may enforce this Section 7.4 on behalf of ECI's direct and indirect suppliers as their agent and trustee.

7.5 Warranties made by the licensor of Third Party Software are solely those of the licensor. ECI agrees that it will assign to Customer any and all warranties made by the licensor with respect to Third Party Software that are assignable.

8. LIMITATION OF LIABILITY

8.1 UNLESS FURTHER LIMITED ELSEWHERE IN THIS AGREEMENT, ECI'S, ITS DIRECT AND INDIRECT SUPPLIERS', AND ANY RESELLER'S , (COLLECTIVELY, THE "ECI GROUP") AGGREGATE LIABILITY FOR DAMAGES FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE, OR TORT, WILL NOT EXCEED THE TOTAL FEES AND CHARGES PAID BY CUSTOMER FOR THE RELEVANT PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE CUSTOMER'S CAUSE OF ACTION ACCRUED. IN NO EVENT SHALL ECI OR ANY MEMBER OF THE ECI GROUP BE LIABLE FOR: (A) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF ECI, SUCH SUPPLIERS, OR ANY RESELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION OF ANY KIND, INACCURATE DATA, IMPROPER OUTPUT, CHARGEBACKS, LOST PROFITS, LOST BUSINESS REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS, AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, OR TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY); (B) TAX, BUSINESS, FINANCIAL, OR OPERATIONAL ADVICE; OR (C) ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PERSON (EXCEPT AS PROVIDED IN SECTION 10 BELOW). CUSTOMER HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. . Customer acknowledges and agrees that ECI may enforce this Section 8.1 on behalf of the ECI Group as their agent and trustee.

8.2 All goods, software or services provided by ECI to Customer shall be provided subject to the provisions of this Section 8 unless the parties expressly agree in writing to the contrary, referencing this Section by number. **Customer acknowledges and agrees that (i) all Resellers and any other ECI-appointed distributors are independent entities and are not agents of ECI; (ii) ECI is not liable for, nor bound by, any acts or omissions of such Resellers or distributors, including, but not limited to, any services provided by such entities to Customer in connection with any Products licensed hereunder; and (iii) no Reseller or any ECI-appointed distributor has authority to modify this Agreement in any fashion.**

9. ENTERPRISE SUPPORT; SERVICES

9.1 Enterprise Support is available for purchase separately, and is provided to Customers in accordance with the provisions of Exhibit A. Enterprise Support may be purchased by Customer directly from ECI, or from

an authorized Reseller. If purchased from a Reseller, all references in Section 1(f) and 1(g) of Exhibit A to "ECI" will mean "Reseller." The first year of Enterprise Support is mandatory for all new Program licenses. For clarity, ECI's Enterprise Support fees are included (no additional charge) with each subscription license.

9.2 Services other than Enterprise Support, which are provided by ECI, shall be provided to Customer in accordance with the terms of the Standard Services Agreement or Professional Services Terms referenced in the Order Document, as applicable.

10. PROPRIETARY RIGHTS INDEMNIFICATION

10.1 ECI, at its own expense, shall defend any third party action brought against Customer, to the extent that it is based on a claim that a Program used within the scope of the license granted hereunder infringes on a valid and enforceable copyright registered in the United States or Canada, or a trade secret under governing law, and shall hold Customer harmless from any liability for any damages finally awarded by a court as a result of such a claim, or resulting from the settlement thereof, provided Customer notifies ECI promptly in writing of the action (and all prior claims relating to such action) and ECI has sole control of the defense and all negotiations for settlement or compromise of the claim.

10.2 In the event that any Program (in whole or in part) becomes, or ECI is advised by legal counsel that it is likely to become, the subject of an infringement claim, ECI may at its option either secure Customer's right to continue using such program, replace or modify it to make it non-infringing (in ways not materially adversely affecting the utility of the program), or if none of the foregoing alternatives is reasonably available or commercially feasible to ECI, discontinue the Program upon one month's notice and terminate Customer's license and, where the Program is licensed on a perpetual basis, grant Customer a pro rata refund of the license fee paid for the discontinued Program, calculated on the basis of straight-line depreciation over a three-year useful life or, where the Program is licensed on a subscription basis, grant Customer a pro rata refund of the unused portion of any license fees paid in advance for the discontinued Program, based on the number of full months, if any, remaining in the duration of the subscription term

10.3 Notwithstanding anything in this Agreement, ECI shall have no liability for any claim of infringement based on (1) use of other than the current supported release of the Program, unaltered by anyone except ECI, if such infringement would have been avoided by the use of such current supported unaltered release and ECI has provided or offers to provide such release to Customer; (2) use or combination of the Program with programs or data not supplied or approved by ECI to the extent such use or combination caused the infringement; (3) use of the Program for a purpose or in a manner for which the Program was not designed; or (4) any modification to the Program made without ECI's express written approval. The remedies set forth in this Section 10 constitute the sole and exclusive remedies of Customer and ECI's exclusive liability with respect to claims for infringement of proprietary rights of third parties.

11. TERMINATION

11.1 Either party may terminate this Agreement by written notice to the other party in the event such other party neglects or fails to perform or observe any material obligation and fails to remedy such failure for a period of thirty (30) days after written notice thereof from the non-performing party. In addition, ECI may terminate this Agreement immediately upon written notice to Customer in the event Customer breaches any of the terms of Section 4 hereof or in the event Customer purports to transfer or assign this Agreement or any of its rights hereunder without ECI's prior written consent.

11.2 Notwithstanding anything to the contrary in this Agreement, termination of this Agreement or any Product license, however occurring, shall neither relieve Customer of any accrued obligations to pay money to ECI or the applicable Reseller, nor entitle Customer to any refund of fees for Product licenses or other amounts paid hereunder.

11.3 The remedies set forth in this Agreement are not exclusive unless expressly so provided and, unless exclusive, are in addition to all other remedies available under applicable law. The parties' rights and obligations under Sections 4.3, 4.6, 5, 6, 7.4, 7.5, 8, 11.2, 11.4, 12 and 13 shall survive termination of this Agreement or termination of any Product license.

11.4 Upon any termination of this Agreement or license rights granted hereunder as provided in this Section 11, Customer shall immediately discontinue use of the applicable Product(s), shall purge such Product(s) from its computer systems, storage media and other files, and shall destroy or return to ECI such Product(s), Documentation, and all copies thereof. Within ten (10) days of such termination, Customer shall certify in writing to ECI its compliance with the requirements in this Section 11.4.

12. MISCELLANEOUS PROVISIONS

12.1 All notices required to be given under this Agreement shall be given in writing and shall be deemed to have been given when: (i) delivered by hand, (ii) mailed by prepaid registered or certified mail, return receipt requested, (iii) sent by commercial courier evidenced by a delivery receipt, or (iv) sent by email, with a copy sent by registered or certified mail. Any notice to Customer shall be sent to the address set out in the Order Documents, and any notice to ECI must be provided as set out below, and sent to ECI at the following address:

ECI Software Solutions Canada, Inc.
Attn: Legal Department
5455 Rings Road, Suite 400
Dublin, OH, 43017
U.S.A.

Either party may update its address of record at any time by providing the other party with notice as set forth herein. Any notice delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a business day then the notice will be deemed to have been given or made and received on the next business day. Any notice sent by prepaid registered mail or commercial courier will be deemed to have been given or made and received on the fifth business day after which it is mailed.

12.2 A party shall be excused for failures and delays in performance of its respective obligations caused by catastrophes or other occurrences beyond the control and without the fault of such party. This provision shall not release such party from using its best efforts to avoid or remove such cause, and such party shall promptly continue performance hereunder whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice to the other party.

12.3 Without the prior written consent of ECI, Customer may not assign or transfer (by operation of law, in bankruptcy, via an assignment for the benefit of creditors, or otherwise) all or any part of its rights or obligations under this Agreement, including, without limitation, any Program license, to any other person, firm or entity, and any purported assignment or transfer without such consent shall be null and void. Further, any change in control of Customer shall be deemed an attempt by Customer to assign or transfer this Agreement. For purposes of the foregoing provision, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Customer, whether through the ownership of voting securities, by contract or otherwise. Contingent on Customer's payment of ECI's standard fee for transfer, assignment, and license re-registration at the time any request for consent is submitted to ECI, ECI will not unreasonably withhold such consent. Notwithstanding the foregoing, licenses identified as subscription or term licenses are not assignable or transferable by Customer; provided, however, a successor-in-interest may be offered an opportunity to enter into its own new subscription or term license agreement. ECI may assign this Agreement at its discretion.

12.4 This Agreement may be modified only in writing, signed by a duly authorized representative of each party.

12.5 No action, regardless of form, may be brought by Customer more than one year from the date the cause of action arose.

12.6 Customer agrees to comply fully with all relevant export laws and regulations of Canada and the United States ("Export Laws") to assure that neither the Products nor any direct product thereof are (1) exported, directly or indirectly, in violation of the Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation.

12.7 U.S. Government Restricted Rights. This product is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and is provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-4.

12.8 If any provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such provision shall be interpreted and enforced as closely as possible to the intent of the party.

12.9 Except as expressly provided in this Agreement, any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

12.10 This Agreement, including Exhibit A, constitutes the final, complete and exclusive statement of the Agreement between the parties in respect of the subject matter hereof and supersedes all prior and contemporaneous written and oral negotiations, understandings, and agreements between the parties in respect to the subject matter hereof, including, but not limited to, any ECI advertising or sales materials, or any Customer purchase order or other ordering document. This Agreement shall also supersede the terms of any "click-to-agree" license embedded in a Program. No other writings may become a part of this Agreement, unless signed by duly authorized representatives of both parties. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

12.11 It is agreed by the parties that ECI may disclose its relationship with Customer or use Customer's name or logos as a reference in ECI advertising and marketing materials as it deems appropriate, but in no case shall ECI

disclose the financial terms of any contract between Customer and ECI to any third party without Customer's prior written approval.

13. LAW AND JURISDICTION

13.1 THIS AGREEMENT SHALL BE GOVERNED BY AND IS TO BE CONSTRUED AND INTERPRETED, IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE IN THAT PROVINCE.

13.2 EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY SUBMITS AND ATTORNS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO TO DETERMINE ALL ISSUES, WHETHER AT LAW OR IN EQUITY, ARISING FROM THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OF INCONVENIENT FORUM, THAT IT MAY NOW OR IN THE FUTURE HAVE TO THE VENUE OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN THE COURTS OF THAT PROVINCE, OR THAT THE SUBJECT MATTER OF THIS AGREEMENT MAY NOT BE ENFORCED IN THOSE COURTS.

13.3 THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

13.4 The parties have expressly required that this Agreement, any communication and all other contracts, documents, and notices relating to this Agreement be drafted in the English language. *Les parties ont expressément exigé que la présente convention, la communication et tous les autres contrats, documents et avis qui y sont afférents soient rédigés dans la langue anglaise.*

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized and empowered officers or representatives to be effective on the Effective Date. Copies of this Agreement shall be enforceable to the same extent as originals. Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery. ECI and Customer agree that if this Agreement is signed electronically using a recognized commercial provider of secure electronic signatures, the enforceability of this Agreement will be presumptively binding on the parties as though each had signed a paper copy.

CUSTOMER

Signature

Printed Name: _____

Title: _____

Date: _____

ECI

Signature

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

ENTERPRISE SUPPORT

The terms below govern ECI's Enterprise Support program:

1. Enterprise Support Deliverables

Enterprise Support deliverables for Standard Release Programs include: (i) receipt of Updates and Corrections, (ii) access to the Customer Portal (iii) Program Requests, and (iv) Technical Support. All deliverables are further defined below.

(a) **Updates.** An Update is a subsequent release of a Program which incorporates ECI-initiated improvements, Corrections, or enhancements in the performance characteristics of the Program, designated by a change in release numbering solely to the right of the first decimal point (e.g., X.2, X.3, etc.) or by a change in batch number, which ECI determines at its sole discretion (regarding the content and timing of release) to make available without additional charge to its customers purchasing Enterprise Support. Updates do not include new versions or releases of a Program which ECI determines at its sole discretion not to make available without additional charge to its customers purchasing Enterprise Support; and

(b) **Corrections.** A Correction is a patch or other remedial measures prepared by ECI to bypass or remedy an error (as determined by ECI) in a Program which ECI determines at its sole discretion (regarding the content and timing of release) to make available without additional charge to its customers purchasing Enterprise Support; and

(c) **Access to Customer Portal.** The Customer Portal is ECI's customer web site where customers may download the latest Updates and Corrections, and gain access to ECI's Knowledge Base which contains available technical answers. The Customer Portal can be accessed 24/7, 365 days a year; and

(d) **Program Requests.** Customer may submit Program requests through ECI's Customer Portal; and

(e) **Technical Support.** If Customer purchased Products from an authorized Reseller that offers support services, Technical Support for Products will be provided directly by the Reseller. If Customer purchased Products directly from ECI, or from a non-support providing Reseller, Technical Support will be provided by contacting ECI's customer support services by calling ECI's toll free numbers during the applicable program hours Monday through Friday (excluding ECI holidays). Technical Support is also available via the web where Technical Support requests can be submitted via ECI's Customer Portal; and

(g) **Reseller Support.** If Customer purchased Products from an authorized Reseller, Enterprise Support will be provided through Customer's Reseller.

(h) **Feedback and Suggestions.** Any feedback, questions, comments, suggestions or the like transmitted to ECI in any form or manner will be the exclusive property of ECI.

2. Term and Renewal

(a) ECI (or Reseller, if purchased from one of ECI's authorized Resellers) will provide Enterprise Support for Standard Release Programs identified in the applicable Order Document for the period set forth in the Order Document (or, if none is specified, then for a twelve-month period calculated from the date the Order Document is effective) at the rates set forth in such Order Document (or, if not set forth, at ECI's (or Reseller's) then-current Enterprise Support rates). Unless canceled by either party upon thirty (30) days prior written notice, Enterprise Support will automatically renew so long as Customer is current with its payment obligations, for additional 12-month periods at the then-current Enterprise Support rates, due annually in advance. The first year of Enterprise Support for Standard Release Programs is mandatory.

(b) Neither ECI nor any Reseller is obligated to renew Enterprise Support for a particular Program at the end of any renewal term. In the event that neither ECI nor Reseller offers such renewal, Customer shall have the option of moving to the Update (subject to the payment of any applicable fees), replacing the Program for which Enterprise Support has been discontinued.

(c) ECI and its authorized Resellers may update the terms of Enterprise Support in its/their sole discretion.

3. Enterprise Support Eligibility; Limitations; General

(a) Customer may not use Enterprise Support services for purposes of customization, implementation, set up, on-site services and/or training, however, such services may be purchased separately from ECI.

(b) Customer must be using a Program version that is currently supported by ECI. Please note that Programs are supported for the currently shipping version and any version released in the prior 12 months.

(c) Programs that have been customized are only supported if the problem reported is reproducible in the unmodified base version of the Program.

(d) ECI reserves the right to withhold Enterprise Support at any time when Customer is not current in the payment of all fees and charges due ECI under its agreements.

(e) General environmental issues on operating systems, hardware or third party software are not handled by Enterprise Support services.

(f) Any Updates or Corrections received under Enterprise Support shall be subject to the terms of the Standard License Agreement.