

**WORKTECH INC.****SOFTWARE LICENSE AGREEMENT**

1.1 This Software License Agreement (“Agreement”) is made effective the date set out in Part I of Exhibit “A”, by and between WorkTech Inc., a corporation duly incorporated under the laws of the Province of Ontario and carrying on business as WorkTech a subsidiary of StarDyne Technologies Inc., with its principal office at 33 Main Street W, Grimsby, Ontario, L3M 1R3 (“WORKTECH”), and the Town of Niagara-On-The-Lake, with its principal offices at the address set out in Part II of Exhibit “A” (“CUSTOMER”).

WHEREAS WORKTECH desires to provide to CUSTOMER and CUSTOMER desires to purchase and license from WORKTECH, the products, materials and services described herein.

NOW THEREFORE, WORKTECH and CUSTOMER agree as follows:

**SECTION 1 - INTERPRETATION****1.1 Definitions**

In this Agreement, the following terms shall have the following meanings:

- (a) “Authorized Consultant” means a consultant to CUSTOMER who (i) has a need for access to the Software to enable CUSTOMER to exercise its rights hereunder, (ii) does not actively market a product which competes directly with the Software, and (iii) prior to receiving such access, has executed and delivered a confidentiality agreement which contains substantially similar provisions of the confidentiality obligations described in this Agreement.
- (b) “Confidential Information” means the Software, Modifications and Documentation (and any complete or partial copies thereof including the structure, sequence and organization of such programs or modules, and any other information of WORKTECH (which WORKTECH has provided to CUSTOMER or CUSTOMER has obtained in connection with this Agreement) whether or not developed for CUSTOMER under this Agreement, provided however, that Confidential Information shall not include any information which (a) is specifically identified by WORKTECH as not confidential; (b) was in the possession of or was known by CUSTOMER prior to its receipt from WORKTECH; (c) is or becomes public knowledge through no wrongful act of CUSTOMER; (d) is disclosed with the prior written approval of WORKTECH; or (e) is received from a source other than WORKTECH through no wrongful act of CUSTOMER.
- (c) “Defect” means any failure of the applicable Software to comply with the description of functionality contained in the Documentation.
- (d) “Documentation” means the support material for the Software provided by WORKTECH to CUSTOMER from time to time including, but not limited to, on-line help, user manuals and technical bulletins and memos.
- (e) “Modification” means all enhancements, overlays, functional changes, corrections, and upgrades, either functional or technical, to the Software, including, but not limited to, interfaces and modifications to jointly developed software of CUSTOMER and WORKTECH.
- (f) “Software” means all WORKTECH Software identified and set forth in Part III of Exhibit “A” in machine-readable object code only, including without limitation all fixes, patches, and Updates delivered to CUSTOMER and all Modifications thereto, all in machine-readable object code only.

- (g) “Updates” means each enhancement within function to the Software developed and/or provided by WORKTECH, which is generally made available to WORKTECH's customers.
- (h) “use” means, for the purposes of Section 2.1 of this Agreement, (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.
- (i) “Warranty Period” means the period described in Part V of Exhibit “A” commencing on the date of this Agreement.

## 1.2 Schedules and Exhibits

The following Exhibits are part of this License Agreement:

Exhibit A: License Details  
                     Part I – Effective Date  
                     Part II – CUSTOMER Address  
                     Part III – WORKTECH Software  
                     Part IV – Hardware and Operating environment  
                     Part V – Warranty Period  
                     Part VI – Number of Users

Exhibit B: License Fees

## **SECTION 2 - SOFTWARE LICENSE**

- 2.1 Grant of License. WORKTECH grants and CUSTOMER accepts a non-exclusive, non-transferable, perpetual (unless otherwise terminated in accordance with this Agreement) license to use the Software, in Canada, solely for the purposes of processing the data of, and for the internal business purposes of, CUSTOMER, in accordance with this Agreement, provided that the total number of users who have access to the Software at any time does not exceed the number specified in Part VI of Exhibit “A”.
- 2.2 CUSTOMER agrees that the License granted to CUSTOMER pursuant to Section 2.1 does not permit CUSTOMER to: (i) use the Software for providing service bureau or time sharing services to third parties; (ii) sublicense the Software; or (iii) use the Software other than in accordance with this Agreement. CUSTOMER shall allow access to the Software and Documentation only to the Authorized Consultants and employees of CUSTOMER. CUSTOMER shall remain fully liable for any breach by its employees or Authorized Consultants of the terms of this Agreement.
- 2.3 Modifications. CUSTOMER shall not make any modifications to the Software without the prior written consent of WORKTECH.
- 2.4 Receipt of Software. CUSTOMER shall be entitled to receive one copy of the Software and one copy of the Documentation.
- 2.5 Additional Software. The parties agree that the terms and conditions of this Agreement shall be applicable to any additional software acquired by CUSTOMER from WORKTECH following the effective date of this Agreement, including without limitation, all fixes, patches, Updates and Modifications to such software, whether or not identified in Part III of Exhibit “A”, except that CUSTOMER shall pay any additional License Fees to WORKTECH that may be payable in connection with such additional software.

## SECTION 3 - WARRANTY

- 3.1 Warranty. WORKTECH warrants for the Warranty Period that the Software will comply with the functionality and specifications outlined in the Documentation, provided in all cases that (i) the Software is operated solely in accordance with the Documentation, (ii) the Software has not been modified by any party other than WORKTECH and (iii) CUSTOMER promptly verifies the accuracy of all data generated by the use of the Software. After the expiration of the Warranty Period, WORKTECH shall have no obligation or liability with respect to any Defect in such Software.
- 3.2 Obligation to Correct or Replace Defects. Should CUSTOMER notify WORKTECH during the Warranty Period that the Software contains any Defect and provided that CUSTOMER has complied with Section 3.1, (i) WORKTECH shall take the corrective action set out in the Support Agreement; and (ii) if a Defect which prevents the operation of the Software or a major component of the Software is not corrected within 45 days of such notification, then CUSTOMER may, by written notice to WORKTECH, terminate this Agreement. In order to be effective, CUSTOMER must return all Confidential Information to WORKTECH. In this event CUSTOMER shall be entitled to reimbursement of the license fees. The remedies in this Section 3.2 shall constitute the CUSTOMER's sole remedy against WORKTECH for any Defects in the Software, unless said Defects are in whole or in part associated with a legal claim, in which case, the CUSTOMER may seek other remedies.
- 3.3 CUSTOMER's Defect Reports. In order to be eligible for the warranties and remedies described in this Section 3, CUSTOMER must promptly report Defects to WORKTECH and follow up reports of any Defects in writing.
- 3.4 Year 2000 Compliance. The term "Year 2000 Compliant" or "Year 2000 Compliance" as used herein is defined as the capability of a product or a system to accurately process dates and date-related data between the twentieth and twenty-first centuries, in a format agreed to between the parties, in either direction, including leap year calculations, when used in its original and unmodified condition and in accordance with its associated Documentation, provided that all products and systems (i.e. hardware, software, firmware) not provided under this Agreement, used in combination with the product or system properly exchange unambiguous and Year 2000 compliant data with it. WORKTECH warrants that the Software is and will be Year 2000 Compliant. WORKTECH shall repair or replace, at its option, any Software whose non-compliance with the warranties described in this Section 3.4 is discovered and made known by CUSTOMER to WORKTECH in writing. The remedies in this Section 3.4 shall be CUSTOMER's sole remedy against WORKTECH relating to Year 2000 Compliance of the Software or Year 2000 matters or issues associated within the Software, unless the problem relating to Year 2000 issue are in whole or in part associated with a legal claim, in which case, the CUSTOMER may seek other remedies.
- 3.5 Scope of Warranty. WORKTECH DOES NOT WARRANT THAT: (a) THE SOFTWARE WILL OPERATE UNINTERRUPTED NOR THAT IT WILL BE FREE FROM MINOR DEFECTS OR ERRORS NOR THAT ALL PROGRAMMING ERRORS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED; (b) THE APPLICATIONS CONTAINED IN THE SOFTWARE ARE DESIGNED TO OR WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS OR LEGISLATIVE, REGULATORY OR POLICY REQUIREMENTS, EXCEPT TO THE EXTENT WORKTECH IS OBLIGATED TO MEET THOSE REQUIREMENTS AS DESCRIBED IN THIS AGREEMENT.
- 3.6 Express Disclaimer. WORKTECH EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED NOT CONTAINED HEREIN, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF PERFORMANCE, QUALITY, DURABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.

## SECTION 4 – CONFIDENTIAL INFORMATION

- 4.1 Confidential Information. CUSTOMER acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, copyright and trade secret rights, in and to the Software, Documentation and other Confidential Information, are and shall remain with WORKTECH. CUSTOMER agrees that it will not, either during or after termination of this Agreement, contest or challenge the title to the intellectual property rights in the Confidential Information. CUSTOMER acquires only the right to use the Confidential Information under the terms and conditions of this Agreement and does not acquire any ownership rights in or title to the Confidential Information.
- 4.2 Protection of Confidential Information. In order to protect the rights of WORKTECH in the Confidential Information, CUSTOMER agrees as follows:
- 4.2.1 CUSTOMER shall not, without the prior written consent of WORKTECH, disclose, provide, or make available any of the Confidential Information in any form to any person, other than to employees, officers, directors, or Authorized Consultants of CUSTOMER whose access is necessary to enable CUSTOMER to exercise its rights hereunder. CUSTOMER agrees that prior to disclosing any Confidential Information to any Authorized Consultant, it will obtain from that Authorized Consultant a written acknowledgment that such Authorized Consultant will be bound by the same terms as specified in this Agreement.
- 4.2.2 CUSTOMER acknowledges that any disclosure to third parties of Confidential Information may cause immediate and irreparable harm to WORKTECH and, therefore, CUSTOMER agrees to take all reasonable steps and the same protective precautions to protect the Confidential Information from disclosure to third parties as with its own proprietary and confidential information.
- 4.2.3 WORKTECH may use CUSTOMER's name referring to them as a user of the Software but shall not indicate that CUSTOMER recommends the use of the Software without obtaining the CUSTOMER's prior written consent.
- 4.3 Derivative Work. CUSTOMER shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software licensed hereunder or use the Software to create a derivative work or any functionally compatible or competitive software.

## SECTION 5 – SUPPORT

- 5.1 Support Agreement. WORKTECH shall provide the Support Services (including the provision of Updates and associated Documentation but excluding Modifications) described in WORKTECH's standard form of Software Support Agreement (as may be amended by WORKTECH from time to time) (the "Support Agreement") to CUSTOMER.

## SECTION 6 – HARDWARE

- 6.1 Hardware Acquisition. CUSTOMER shall be solely responsible for the acquisition and installation of the appropriate hardware and operating environment necessary to operate the Software. The parties agree the operating environment shall be as set forth in Part IV of Exhibit "A".

## SECTION 7 – PRICE AND PAYMENT

- 7.1 License Fees. In consideration of the license granted hereunder, CUSTOMER shall pay to WORKTECH the license fees and other charges for the Software (“License Fees”) as set forth in Exhibit “B” to this Agreement.
- 7.2 Taxes. In addition to all fees payable by CUSTOMER under this Agreement, CUSTOMER shall pay or reimburse WORKTECH for all federal, provincial, state or local, sales, use or similar taxes, or amount levied in lieu thereof applicable to the License Fees or based on the Software or Documents, their use or any services performed hereunder, whether such taxes are now or hereafter imposed under the authority of any federal, provincial, state, local or other taxing jurisdiction.
- 7.3 Payment Terms. All payments are due within thirty (30) days after receipt of invoice. Any amount not paid when due will be subject to interest at a rate of two (2%) percent per month on the amount outstanding from the date when payment is due until the date payment is received by WORKTECH.

## SECTION 8 - TERM AND TERMINATION

### 8.1 Term.

This Agreement and the licence granted hereunder shall become effective upon execution of this Agreement by both parties and shall continue in effect for 5 years. Upon expiration of this Agreement, the parties may agree to renew the Agreement for an additional term of 5 years and it may be renewed from time to time for terms not exceeding 5 years.

### 8.2 Termination.

8.2.1 WORKTECH may immediately terminate this Agreement by notice in writing to CUSTOMER if CUSTOMER is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the breach from WORKTECH.

8.2.2 CUSTOMER may immediately terminate this Agreement by notice in writing to WORKTECH if WORKTECH is in material breach of this Agreement, and fails to cure such breach within 30 days after receipt of written notice of breach from CUSTOMER. In such event, CUSTOMER will return all Confidential Information to WORKTECH.

8.3 Effect of Termination. Upon any termination of this Agreement: (i) Sections 4, 7 (to the extent sums are owing on termination), 8, 9, 10, 11, 13 and 14 shall survive such termination; (ii) CUSTOMER’s rights under Section 2 shall immediately cease; and (iii) CUSTOMER shall promptly perform its obligations under Section 9.4.

8.4 Effective Date of Termination. Termination of this Agreement shall be effective upon receipt if delivered personally or sent by facsimile, and seven (7) days after mailing if sent by registered mail.

8.5 Duties Upon Termination. Within fourteen (14) days after the effective date of termination of this Agreement for any reason., CUSTOMER shall either (i) deliver to WORKTECH at CUSTOMER’s expense (adequately packaged and insured for safe delivery), all copies of the Confidential Information, or (ii) destroy all such copies, in which case CUSTOMER shall certify in writing to WORKTECH that it has performed the foregoing.

## SECTION 9 – ARBITRATION

- 9.1 Arbitration. All disputes of every kind and nature between the parties arising out of or in connection with this Agreement shall be submitted to binding arbitration in Ontario.
- 9.2 Selection of Arbitrator. Arbitration shall be by single arbitrator selected by mutual agreement between the parties. If the parties cannot agree on an arbitrator within 10 business days after referral of a matter to arbitration, then either party may apply to a judge of the Ontario Court of Queen's Bench for the appointment of such arbitrator. The parties shall endeavor to select an arbitrator familiar with the computer industry, and who, if possible, has a background in law and is a resident of Ontario.
- 9.3 Cost of Arbitration. Each party shall bear its own legal expenses and costs of arbitration, including lawyers' fees. The costs and expenses of the arbitration proceedings, including applicable arbitration fees and expenses, shall be borne equally by the parties or as otherwise determined by the arbitrator.
- 9.4 Arbitration Provisions. The parties agree that the provisions hereof shall be a complete defense to any suit, action, or proceeding instituted in any federal, provincial, or other court or before any administrative tribunal with respect to any controversy or dispute arising out of this Agreement. Notwithstanding this Section 9, either party may seek injunctive relief in a court of law or equity to enforce its rights in: (i) any intellectual property, including, without limitation, any rights it has in patents, copyrights, trademarks or trade secrets; or (ii) confidential or proprietary information as described in this Agreement. This Section 9.4 shall in no way be construed to allow for an award of monetary damages other than by arbitration.
- 9.5 Arbitration Authority. Nothing herein contained shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement.
- 9.6 Disclosure of Proprietary Information. The parties expressly agree that all trade secrets, proprietary or confidential information of either party (including Confidential Information) shall be disclosed during arbitration only upon the issuance of appropriate protective orders limiting the disclosure or discoverability of such information outside of the arbitration of this Agreement.

## SECTION 10 – INTELLECTUAL PROPERTY

- 10.1 Intellectual Property Infringement Claims. In the event that the Software and/or Documentation are in the reasonable opinion of WORKTECH likely to or do become the subject of a claim for infringement of any patent, copyright, trade secret or other proprietary right of a third party, WORKTECH may, at its expense and option, promptly (i) replace the Software with a compatible, functionally equivalent, non-infringing software product; (ii) modify the Software or take other action so that the Software becomes non-infringing; (iii) procure the right of CUSTOMER to continue using the Software; or (iv) terminate the license for the infringing Software application (a) if such termination occurs during the twelve (12) months immediately subsequent to the date of this Agreement, refund the License Fees paid for that Software application; or (b) if such termination occurs after the twelve (12) month period immediately subsequent to the date of this Agreement, refund the License Fees paid for that Software application, less 2% of such license fees for each calendar month elapsed from the expiry of the twelve (12) month period immediately subsequent to the date of this Agreement to the date of termination.
- 10.2 Defense of Claims. WORKTECH shall defend or settle any suit or proceeding brought against CUSTOMER based on a claim that the Software or the use thereof by CUSTOMER as authorized hereunder infringes any patent, copyright, trade secret, or other proprietary right and WORKTECH shall pay all costs and damages expressly awarded therein against CUSTOMER or all amounts settled upon therein, provided that:
- 10.2.1 (i) WORKTECH shall have sole control of the defense and/or settlement of the claim; (ii) CUSTOMER shall immediately notify WORKTECH in writing of such claim; (iii) CUSTOMER shall at WORKTECH's cost provide WORKTECH with all information known to CUSTOMER regarding such claim and otherwise cooperate with WORKTECH as WORKTECH may reasonably require in the defense or settlement of such claim; (iv) CUSTOMER shall comply with any settlement or cost order made in connection with such claim

so long as it is reasonable; and (iv) WORKTECH shall not be responsible for any cost, expense or compromise incurred or made by CUSTOMER without WORKTECH's prior written consent, and

10.2.2 WORKTECH shall have no obligation to CUSTOMER under this Section 10.2 to the extent any claim is based upon or arises out of (i) CUSTOMER's use of the Software other than in accordance with this Agreement or the Documentation; (ii) all Updates not being properly installed by CUSTOMER in accordance with the Documentation; (iii) the combination, operation or use of the Software with any hardware or other software; or (iv) Modifications made to the Software by any person other than WORKTECH.

10.3 THE PROVISIONS OF THIS SECTION 10 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF WORKTECH TO CUSTOMER AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ALL CLAIMS, DAMAGES, DEMANDS AND LOSS WHATSOEVER FROM OR IN RESPECT OF THE INFRINGEMENT OF VIOLATION OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON.

## SECTION 11 – ASSIGNMENT/SUBCONTRACT

11.1 CUSTOMER Assignment. CUSTOMER may not, without WORKTECH's prior written consent, assign, delegate, sublicense, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or any of the Software or Documentation, to any party.

## SECTION 12 – NON-HIRE

12.1 Non-Solicitation Clause. CUSTOMER agrees to not actively solicit or recruit any employees, agents, or consultants of WORKTECH during the term of this Agreement and for a period of one year after termination of this Agreement without WORKTECH's written consent, which shall not be unreasonably withheld.

12.2 Non-Solicitation Clause. WORKTECH agrees to not actively solicit or recruit any employees, agents, or consultants of the CUSTOMER during the term of this Agreement and for a period of one year after termination of this Agreement without CUSTOMER's written consent, which shall not be unreasonably withheld.

## SECTION 13 - GENERAL PROVISIONS

13.1 Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.2 Rights to Injunctive Relief. Both parties acknowledge that remedies at law may be inadequate to provide WORKTECH or CUSTOMER with full compensation in the event of CUSTOMER's or WORKTECH's material breach of Sections 2 or 4, and that the non-breaching party shall therefore be entitled to seek injunctive relief in the event of any such material breach.

13.3 Force Majeure. Any delay or non-performance by WORKTECH of any provision of this Agreement caused by conditions beyond its reasonable control, including, without limitation, acts of God, fire, flood, war, embargo, strikes, labour disturbances, explosions, impairment or delay in obtaining services or materials and riots, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

13.4 No Waiver. If either party should waive any breach or default of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach or default of the same or any other provision

hereof; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that has or may have hereunder operate as a waiver of any breach or default by the other party.

- 13.5 Notices. All notices or other correspondence under this Agreement shall be in writing and sent by prepaid registered mail, facsimile or personal delivery to the offices of WORKTECH at the address first set forth above and to CUSTOMER at the address set forth in Part II of Exhibit "A". Either party may give written notice of a change of address. All notices and other correspondence under this Agreement shall be effective upon receipt if delivered personally or sent by facsimile, and seven (7) days after mailing if sent by registered mail.
- 13.6 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason the invalid, illegal or unenforceable provisions shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement. The remaining Agreement shall remain in full force and effect.
- 13.7 Governing Law. This Agreement shall be governed by and construed under the laws of the Province in which the CUSTOMER is located as set forth in Part II of Exhibit "A" as of the effective date of this Agreement, and the laws of Canada in force therein.
- 13.8 Section Headings. The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.
- 13.9 Entire Agreement. This Agreement and any Exhibits hereto constitute the complete and exclusive statement of the Agreement between WORKTECH and CUSTOMER, and all previous representations, discussions, and writings are merged in and superseded by this Agreement. No modifications, amendments, or supplement to this Agreement shall be effective for any purpose unless in writing and signed by CUSTOMER and an officer or director of WORKTECH. This Agreement and any Exhibits hereto shall prevail over any additional, conflicting, or inconsistent items and conditions, which may appear on any purchase order, or other document furnished by CUSTOMER to WORKTECH.
- 13.10 Precedence of Documents. In the event of a conflict between documents, the order of precedence will be as follows (1) this Agreement, (2) Exhibits to this Agreement.
- 13.11 Counterparts. This Agreement may be signed in more than one counterpart, each of which shall be deemed an original and which shall together constitute one Agreement.
- 13.12 Amendments. Amendments to the Exhibits to this Agreement may be made at any time and shall be made in writing with the consent of both parties.

IN WITNESS WHEREOF, the undersigned intending to be legally bound, have duly executed this Agreement to become effective as of the date first below written.

The Town of Niagara-On-The-Lake

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I have the authority to bind the corporation.

WorkTech Inc.

By: \_\_\_\_\_

Name: Michelle Rogers

Title: Controller

Date: \_\_\_\_\_

I have the authority to bind the Corporation.

**EXHIBIT "A"**

**LICENSE DETAILS**

Part I – Effective Date: February 15, 2013 (estimated date of physical software shipping to client)

Part II – CUSTOMER Address:

The Town of Niagara-On-The-Lake  
1593 Four Mile Creek Road  
P.O. Box 100  
Virgil, Ontario L0S 1T0  
bgarrett@notl.org

Part III – WORKTECH Software:

Software
<b>Asset Manager Foundation</b>
Advanced Asset Manager
Fixed Asset Accounting Extender

Part IV – Minimum Hardware and operating environment necessary to operate the Software:

**Workstation Configuration**

<b>SPECIFICATION</b>	<b>MINIMUM REQUIREMENT</b>	<b>RECOMMENDED REQUIREMENT</b>
Processor (type and/or speed)	Pentium 3	Pentium 4 or higher
Graphics card	Any Windows compliant card	Any Windows compliant card
Sound Card	Not required	Not required
Hard disk drive (type and/or size)	100 MB is software is installed locally 30 MB if software is installed on network	100 MB is software is installed locally 30 MB if software is installed on network
CD-ROM	Any	Any
Diskette drive	Any	Any
RAM	32 MB	64 MB
Keyboard	Any	Any
Monitor	Any	Any
Mouse	Any	Any
Printer	Any	Laser Jet
Ethernet Card	Not required if software is installed locally	Not required if software is installed locally
Operating System	Microsoft Windows 1998 and up	Microsoft XP and up
Web Browser	Explorer, Netscape etc....	Explorer, Netscape etc....

**Server Configuration**

<b>SPECIFICATION</b>	<b>MINIMUM REQUIREMENT</b>	<b>RECOMMENDED REQUIREMENT</b>
Processor (type and/or speed)	Pentium 3	Pentium 4
Graphics card	Any Windows compliant card	Any Windows compliant card
Sound Card	Not required	Not required
Hard disk drive (type and/or size)	180 MB	180 MB – 2G
CD-ROM	Any	Any
Diskette drive	Any	Any
RAM	1 GB	2 GB
Keyboard	Any	Any
Monitor	Any	Any
Mouse	Any	Any
Printer	Any	Laser Jet
Ethernet Card	10/100 MB	10/100 MB
Operating System	Windows NT 4 Server or Workstation and up	Windows NT4 Server and up
Database Software	SQL Server 2000 or 2005	

Part V – Warranty Period: One (1) Year from date of installation

Part VI – Number of Users:

<b>Software</b>	<b># Users</b>
<b>Asset Manager Foundation</b>	2
Advanced Asset Manager	
Fixed Asset Accounting Extender	2

## EXHIBIT "B"

### FEES

#### Software Fees\*

Software	# Users	Cost	Added User
<b>Asset Manager Foundation</b>	2	5,500	500
Advanced Asset Manager		3,000	n/a
Fixed Asset Accounting Extender	2	3,000	1,000
	<b>*Total Software</b>	<b>\$11,500</b>	

\*Not including applicable taxes.