# Consulting Services Agreement

1. Scope of Work. Subject to the terms hereof, Information Systems Architects Inc. ("ISA") agrees to provide to the Customer consulting services, including any deliverables (the "Services"), as are described in a Scope of Work between ISA, the Partner and the Customer and as may be further described in this Consulting Services Agreement (the “Agreement”). Additional Services may be added to this Agreement and the Scope of Work may be modified upon the mutual written agreement of the parties. The Services will be performed by qualified ISA personnel in a professional manner consistent with industry standards. Any license of software granted by ISA to Customer shall be governed by a separate software license agreement between the software vendor and Customer.

2. Price and Payment. The Partner shall pay ISA in accordance with the terms of the Scope of Work.

3. Taxes. Partner shall pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, except for taxes based on ISA's net income.

4. Partner and Customer Responsibilities. Partner and Customer shall provide ISA with appropriate information concerning, and reasonable access to, Customer's computer systems and provide all information, access and full, good faith cooperation reasonably necessary to facilitate the provision of the Services, including one or more employees of Customer who have substantial computer systems and network and project management experience to act as a liaison between Customer and ISA. If Customer fails or delays in its performance of any of the foregoing, ISA shall be relieved of its obligations hereunder to the extent such obligations are dependent on such performance by Customer. Partner hereby permits ISA to reference Partner in publicity related to ISA’s professional services.

5. Insurance. Upon request, but no more than once annually, ISA will supply Partner a description of its existing insurance coverage and/or provide a certificate of its general commercial liability policy

6. Proprietary Rights. The Services and any deliverables arising therefrom do not constitute works for hire. Accordingly, Partner agrees that ISA exclusively owns any and all object code, source code, flow charts, documentation, information, reports, test results, findings, ideas and any and all works, deliverables, and other materials developed hereunder (collectively, the "Work Product") and that all right, title and interest thereto shall remain with ISA. All applicable patents, copyrights, trademarks, trade secrets and other rights and interests in the Work Product are and shall at all times remain the exclusive property of ISA. Upon payment in full of the amounts due hereunder, Partner and Customer shall have a perpetual, non-transferable, non-exclusive license to use any report and findings prepared as part of the provision of the Services for its internal business purposes.

7. Non-Disclosure and Non-Use. All data relating to Customer's business, operations, proprietary information and customers acquired by ISA as a result of performance of the Services which has been marked “Confidential”, “Proprietary” or the like, shall be maintained as confidential by ISA. Partner andCustomer shall not sell, transfer, publish, disclose, display or otherwise make available any Work Product to any third parties whatsoever, and shall take reasonable steps to prevent its agents, employees or independent contractors from doing any of the foregoing. Each party shall treat as strictly confidential the other party’s proprietary information and neither party shall use the other party’s proprietary information in any manner whatsoever other than strictly in accordance with the purposes of this Agreement. The disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to other available legal remedies.

8. Non-Solicitation. During the term of this Agreement and for a period terminating on the first anniversary of the date of expiry or termination of this Agreement, neither party shall, without the prior written consent of the other party, directly or indirectly employ, offer employment to, solicit the employment of, or otherwise entice away from the employment of the other party any employee or contractor of the other party. The foregoing sentence shall not restrict a party from employing individuals that submit unsolicited applications in response to a general advertisement and/or recruitment campaign.

9. Warranty and Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN ISA MAKES AND PARTNER AND CUSTOMER RECEIVE ABSOLUTELY NO WARRANTIES, EXPRESS OR IMPLIED, AND THE PARTIES AGREE THAT THERE ARE NO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PROVIDED BY ISA HEREUNDER.

10. Limitation of Liability. Except for EITHER PARTY’S breach of ITS confidentiality obligations herein, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED THAT isa SHALL NOT BE LIABLE FOR ANY DELAY IN PROVIDING ANY OF THE SERVICES TO THE EXTENT SUCH DELAY IS CAUSED BY PARTNER’SFAILURE TO PROVIDE ALL REASONABLE COOPERATION AND ACCOMMODATION PURSUANT TO SECTION 4 OR TO PERFORM DUTIES NECESSARY TO ALLOW VENDOR TO PROVIDE THE SERVICES. IN NO EVENT SHALL ISA BE LIABLE TO PARTNER OR CUSTOMER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES THAT ARE IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY PARTNER HEREUNDER. ISA SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISE FROM THE CUSTOMER’S USE OF ANY ISA PRODUCTS THAT MAY BE PROVIDED BY ISA, WHETHER AS PART OF OR IN COMBINATION WITH ANY DEVICES, PARTS OR SOFTWARE NOT PROVIDED BY ISA, INCLUDING WHERE SUCH USE IS INCONSISTENT WITH THE DESIGNED PURPOSE OF THE PRODUCTS. PARTNER ACKNOWLEDGES THAT THE FEES TO BE PAID BY PARTNER TO ISA REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ISA WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THE ABOVE EXCLUSIONS APPLY TO THE EXTENT THAT THE DAMAGES WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE OR COMBINATION.

11. Personal Information. For the purposes of this paragraph, "Personal Information" shall have the meaning attributed to such term within the provisions of Part 1 of the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"). Partner and ISA shall each comply with the provisions of PIPEDA and with their own respective privacy policies and procedures with respect to all Personal Information that is collected, used, or disclosed by either party as a result of this Agreement. Subject to the provisions of this Agreement, each Party agrees to promptly cease all use of all Personal Information received from the other party pursuant to this Agreement upon any termination or expiry of this Agreement and to promptly return all such Personal Information to the other party by a secure and confidential means without delay. Partner and ISA shall defend, indemnify, and hold the other party harmless from and against any and all claims suffered or incurred by the other party at any time or times as a result of any alleged and/or actual breach by Partner or ISA, as applicable, of the provisions of PIPEDA and/or any of the terms contained in this paragraph.

12. Problem Resolution. Upon the Partner or Customer becoming aware of a problem relating to the provision of the Services by ISA, the Partner or Customer’s applicable technical contact shall immediately communicate the nature, and a detailed explanation, of such problem (including relevant particulars) in writing to the applicable ISA technical contact. ISA and Partner both acknowledge that their respective technical contacts shall be required to notify their applicable management personnel of such problem forthwith after learning of same. ISA shall have thirty (30) days after the effective date of receipt of such notice by the ISA technical contact to correct such problem, but where such problem (i) has not been corrected within such thirty (30) day period, or such longer period as may be reasonably required by ISA (which longer period shall be communicated by ISA to the Partner and Customer as soon as possible), to the satisfaction of the Partner, acting reasonably, then the Partner may either (i) refer the matter of correcting the problem to arbitration in accordance with paragraph 13 below, or (ii) provided it has paid in full all invoices issued to Partner by ISA to such time, terminate this Agreement on not less than ten (10) days’ prior written notice to ISA. Notwithstanding any such termination of this Agreement, the Partner shall continue to fully pay and reimburse ISA for any invoice issued by ISA following such termination with respect to products delivered, services supplied or expenses incurred up to the date of termination in accordance with this Agreement, which obligation shall survive any termination of this Agreement. Notwithstanding any other term of this Agreement, ISA shall not be responsible in any manner whatsoever for any failure to provide the Services to the extent such failure is caused by or relates to Partner’s or Customer’s failure to communicate the existence of a problem relating to the provision of the Services in the foregoing manner.

13. Arbitration. All disputes arising out of or in connection with the provision of the Services that have not been able to be settled in accordance with the terms of paragraph 12 above may thereafter be arbitrated and finally resolved pursuant to the “National Arbitration Rules” of the ADR Institute of Canada, Inc. (the “Rules”), as amended by this Section. The Partner may, not later than ten (10) days after the full implementation of the provisions of paragraph 12 above, give notice to ISA (the “Arbitration Notice”) pursuant to the Rules of its desire to submit such dispute to arbitration. Where a party has delivered the Arbitration Notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute in accordance with the Rules. The arbitrator so appointed shall forthwith proceed to arbitrate the dispute. The costs of the arbitration shall be paid as determined by the arbitrator. The place of the arbitration shall be Toronto, Ontario. The award of the arbitrator shall be final and binding upon the parties and all persons claiming through or under them and shall not be appealable to the courts. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and execution or other legal process may issue thereon. Upon the delivery of the Arbitration Notice, the parties and all persons claiming through or under them hereby attorn to the jurisdiction of the arbitrator and to the jurisdiction of any court in which the judgment of the arbitrator may be entered. Arbitration may not be waived except upon delivery by both ofthe parties of a notice in writing to that effect.

14. Term and Termination. This Agreement shall continue in full force and effect until completion of the Services or until terminated in accordance with the provisions hereof. In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement by giving 30 days' prior written notice thereof (or 10 days’ notice in the case of non-payment by Partner); provided, however, that this Agreement shall not terminate at the end of the applicable period if the party in breach has cured the applicable breach. Unless otherwise indicated, all completion times set out in the Scope of Work for Services are estimates.

Upon termination of this Agreement without cause, Partner agrees to pay ISA the lessor of 6 months or 50% of the remaining contract value for any Hosted or Managed Services.

15. Independent Contractor. Partner and ISA agree that ISA is acting solely as an independent contractor in the provision of the Services to Customer and that nothing herein contained shall be construed to constitute the parties hereto as as joint venturers or members of a joint enterprise in the conduct of their respective businesses, nor is the relationship of principal and agent created by this Agreement or any dealings between the parties. Neither party will represent to any other person or entity that it (i) has any authority to assume or create any obligation, express or implied, on behalf of the other party; nor (b) represents the other party as partner, agent, employee, franchisee, or in any other capacity. Neither party will create any obligation or liability on the part of the other, howsoever arising.

16. General. This Agreement shall be binding upon and endure to the benefit of the parties' respective successors and permitted assigns. Partner may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of ISA. ISA may not assign this Agreement without the prior written consent of Partner. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein (without regard to principles of conflicts of law). A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder. This Agreement sets forth the entire understanding of the parties as to the subject matter herein and may not be modified except in writing executed by both parties. The rights and remedies of the parties as set forth herein are not exclusive and are in addition to any other rights and remedies available to them in law or in equity. All provisions hereof relating to the following paragraphs shall survive the termination of this Agreement: 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 16.

17. Indemnity. ISA agrees to indemnify, defend and hold harmless Partner from any and all claims, demands or actions of any other person and resulting costs (including legal fees) (i) that any of the Deliverables or Services infringe any third party’s Intellectual Property Rights, and (ii) arising as a result of a material breach of any provision of this Agreement by ISA. Should The Customer’s use of the Deliverables or Service be determined to have infringed any third party’s Intellectual Property Rights, or if, in ISA’s judgment, such use is likely to so infringe, ISA may, at its option and expense: (i) procure for The Customer the right to continue using the Deliverables, or (ii) replace or modify it to make its use non-infringing while not materially changing its functionality.