

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is effective as of the date the Licensee clicks “I agree” to agree to this Agreement.

WHEREAS the Licensor is the developer and owner of a software system, commercially known as Ascend™, that permits the administration and automation of the functions of a trustee in bankruptcy, as more particularly described in Schedule “A” hereto (the “**Software**”);

AND WHEREAS the Trustee or Trustee Firm electronically consenting to this Agreement (the “Licensee”) wishes to obtain from the Licensor and the Licensor wishes to grant to the Licensee, a limited non-exclusive license to use the Software pursuant to the terms and conditions described herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these presents and covenants, premises and agreements hereinafter contained and on the part of the Parties respectively to be observed and performed, the Parties hereto hereby agree each with the others of them as follows:

1. DEFINITIONS

- a) “**Affiliate**” For the purposes of this agreement, the term "Affiliates" includes:
- Any successor to either Party and any related or parallel partnerships to either Party
 - Any corporations wholly-owned by either Party or any successor , related or parallel partnerships, and or corporations noted above,
 - Any individuals or corporations while they are partners of any of the above entities or
 - Any individuals or corporations which wholly own either Party.
- b) “**Agreement**” means this Software License Agreement and all attached exhibits and schedules thereto;
- c) “**Confidential Information**” has the meaning set forth in section 9(a) hereto
- d) “**Documentation**” means text materials relating to the Software, including without limitation instructions, user guides and operating manuals, whether in printed or machine readable form;
- e) “**Effective Date**” means the date first set forth above upon which this Agreement becomes effective;
- f) “**Estates Function Fee**” has the meaning set forth in section 3(b) hereof;
- g) “**Fee**” means any amount payable under this Agreement;
- h) “**Interview Function Fee**” shall have the meaning set forth in section 3(a) hereof;
- i) “**Party**” means either the Licensor or the Licensee, as the specific context may demand, and “**Parties**” shall mean both the Licensor and the Licensee;
- j) “**Term**” has the meaning set forth in section 5(a) hereof;
- k) “**Territory**” means Canada;

- l) **“Updates”** mean modifications made by the Licensor to the Software that the Licensor generally makes available at no additional charge to its customers. Any Updates shall be used in accordance with this Agreement.

2. GRANT OF LICENSE

- a) **Interview Function License.** Subject to the terms and conditions of this Agreement, the Licensor hereby grants the Licensee a limited non-exclusive license to install and use within the Territory the interview database features of the Software for the purpose of compiling and managing information on potential bankrupts, as such features are more specifically described in Schedule "A" hereto (the "**Interview Function**").
- b) **Estate System License.** Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a limited non-exclusive license to install within the Territory the estate information features of the Software as such features are more specifically described in Schedule "A" hereto (the "**Estate Function**").
- c) **Restrictions on Use.** Notwithstanding anything to the contrary herein, the Licensee:
- (i) may not use the Software for commercial time-sharing, rental, or service bureau purposes;
 - (ii) agrees not to cause or permit the reverse engineering, decompilation, translation, disassembly, or discovery of the source code of all or any portion of the Software; and
 - (iii) may make such copies of the Software and/or the Documentation only as are necessary for back-up, archival and disaster recovery purposes.
- d) **Ownership.** The Licensee acknowledges and agrees that the Software Patents and any improvements, refinements or modifications thereto made by the Licensee are the sole property of the Licensor. The Licensee shall, at the request and cost of the Licensor, do all things and execute all deeds and documents that are at any time necessary or desirable to protect the Software and to ensure the title of the Licensor thereto. The Licensee shall do nothing inconsistent with the ownership of the Software Patents by the Licensor, and shall not directly or indirectly challenge or contest the rights of the Licensor therein. The Licensee agrees that it shall affix to any media containing a full or partial copy of the Software or Updates, and to any copy of the Documentation made by Licensee, all copyright and proprietary information notices as were affixed to the originals, which aforementioned notices shall be provided by the Licensor at no additional cost to the Licensee.
- e) **No Implicit Rights.** The licenses granted under this Agreement shall not be construed to confer any rights upon the Licensee by implication, estoppels or otherwise as to any rights not explicitly set out herein. The Licensee hereby consents to the termination of any source code agreement in respect of the Software to which it may now be, was, or in the future may have been or construed as having been or becoming a beneficiary. The Licensor is under no further or any obligation to enter into any form of source code agreement with respect to the Software.
- f) **License.** The license shall also extend to Licensee's Affiliates and principals, directors, officers, employees, contractors and agents of Licensee's Affiliates and such other entities involved in carrying on the businesses of Licensee. The license shall also extend to use in carrying on the business of Licensee's Affiliates.

3. PAYMENT

- a) **Interview Function Fees.** In consideration of the Interview Function license granted to the Licensee herein, the Licensee shall pay to the Licensor the sum of one dollar (\$1.00) (the “**Interview Function Fee**”).
- b) **Estate Function Fees.** In consideration of each Estate Function license granted to the Licensee, the Licensee shall pay to the Licensor the fees set out in Schedule “B” hereto (the “**Estate Function Fee**”). The Licensee may purchase no less than one (1) and no more than seven thousand five hundred (7500) Estate Function licenses of any type in advance. Each time the Licensee purchases an Estate Function license or licenses from the Licensor, the Licensor will provide the Licensee with an access code that, when entered into the Software, will grant the Licensee the number of licenses so purchased. Once the Licensee has used all of its licenses, the Software will no longer permit the Licensee to create new estate files by transferring interview data from the Interview Function to the Estates Function.
- c) **Invoicing and Payment.** All amounts charged to the Licensee pursuant to this Agreement are due and payable 30 days after the date of the invoice therefore. The Licensor may require the Licensee to provide pre-authorization for payment of any amounts due hereunder via credit card. Any amount not paid when due shall incur interest at a monthly rate of one and one-half percent (1.5%) (19.56% per annum, calculated monthly) from the date that is thirty (30) days after the due date to the date the amount is actually paid.
- d) **Taxes.** All Fees are exclusive of any taxes payable. The Licensor shall be entitled to collect and remit, and the Licensee shall pay, any taxes (including GST, PST and HST, where applicable) exigible in respect of the Software.
- e) **Licensor** may make changes to any Fee hereunder by providing notice to Licensee by email and/or by posting notice of such change on the Licensor’s website. Licensee’s continued use of the Software and the License after such notice shall be considered to be acceptance of such changes.

4. MAINTENANCE AND SUPPORT SERVICES

- a) **Technical Support.** The Licensor shall provide limited telephone support and technical troubleshooting services to the Licensee for the Software only, between the hours of 8:00 AM to 6:00 PM Eastern Time, Monday to Friday, but excluding statutory holidays observed by the Licensor. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall the Licensor be obligated or required to provide any technical support, troubleshooting, or any other related services for any of the Licensee’s hardware, software, network, telecommunications service, or any other systems. The Licensor’s sole support obligations pertain to the Software.
- b) **Software Updates.** The Licensor shall provide to the Licensee Updates at no additional cost, from time to time, as such Updates become generally commercially available.
- c) **User Training.** The Licensor shall provide to the Licensee user training in the operation of the Software. All such training will take place at the Licensor’s offices, at such times as are mutually acceptable to the Parties. Current rates will apply. Training may be arranged at the Licensee’s location in which case the Licensee will be responsible for all direct expenses incurred by Licensor’s trainer.
- d) **Data Conversion.** In the event the Licensor agrees, in its sole discretion, to convert data from the Licensee’s existing estate/insolvency system to a format compatible with the Software, such conversion shall occur pursuant to Schedule “C” and to any other applicable terms and conditions in this Agreement.

5. TERM AND TERMINATION

- a) **Term.** The term of this Agreement (“**Term**”) shall be five (5) years commencing on the Effective Date. The Term shall automatically renew for additional one (1) year periods unless terminated by either Party upon not less than thirty (30) days written notice prior to the expiration of the Term or the then-current renewal term.
- b) **Termination.**
- (i) The Licensor may terminate this Agreement on prior written notice to the Licensee if any Fees are not paid when due.
 - (ii) If either Party commits a material breach, the non-breaching Party shall have the right to terminate this Agreement effective on thirty (30) days’ prior written notice to the Party in breach, unless such breach is cured prior to the expiration of such thirty-day period.
- c) **Effect of Termination.** Upon the effective date of any termination or expiration of this Agreement the Licensee shall have the right to continue to use the Software
- (i) until the completion of the use of the files that were purchased prior to such effective date of termination or expiration, and
 - (ii) for the purposes of file retention

and thereafter shall immediately cease use of the Software and the Licensor’s Confidential Information and shall return to the Licensor, or destroy at the Licensor’s request, all copies of the Software and Confidential Information and all other property belonging to and/or received from the Licensor in the Licensee’s care or control belonging to and/or received from the Licensor in the Licensee’s care or control.

6. REPRESENTATIONS AND WARRANTIES

- a) **Licensor.** The Licensor represents and warrants that:
- (i) it is a corporation duly organized, validly existing and in good standing under the laws of the province of Ontario and the laws of Canada applicable therein and has full corporate power and authority to enter into this Agreement;
 - (ii) it owns or controls all right, title and interest in the Software and any other materials provided to the Licensee pursuant to the License granted herein; and
 - (iii) any storage media on which the Software is provided by the Licensor to the Licensee pursuant to this Agreement shall be free of materially defects and errors for ninety (90) days from the date such media is shipped to the Licensee.
- b) **Licensee.** The Licensee represents and warrants that:
- (i) it has full power and authority to enter into this Agreement; and
 - (ii) it shall not delegate, assign or otherwise arrange for the provision of all or part of this Agreement to be assigned to or granted to an Affiliate without the Affiliate agreeing to abide by all of the terms hereunder.

7. DISCLAIMERS AND LIMITATION OF LIABILITY

- a) **THE LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED AND/OR ERROR FREE, THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH HARDWARE AND/OR SOFTWARE NOT SUPPLIED BY THE LICENSOR, OR THAT ANY OTHER SOFTWARE OR HARDWARE OF LICENSEE WILL OPERATE IN COMBINATION WITH THE SOFTWARE LICENSED HEREUNDER.**
- b) **THE LICENSOR SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- c) **UNDER NO CIRCUMSTANCES WILL THE LICENSOR'S LIABILITY FOR DIRECT DAMAGES EXCEED THE TOTAL AMOUNTS RECEIVED BY IT UNDER THIS AGREEMENT.**

8. INDEMNIFICATION.

- a) **Third Party Intellectual Property Claims.** The Licensor will defend, indemnify and hold harmless the Licensee against any claim made by a third party that the Software infringes the copyright, trade-mark or known patent rights of such third party in Canada or the United States, unless:
 - (i) the Licensee has made any modifications to the Software not approved in writing by the Licensor;
 - (ii) the Licensee has operated or otherwise used the Software in combination with any products, systems or equipment, including without limitation other software, that has not been previously approved in writing by the Licensor; or
 - (iii) the Licensee has operated or otherwise used the Software other than in accordance with its permitted uses, as such uses are defined by the Documentation.

The Licensee must notify the Licensor promptly in writing of any claim hereunder, and provide, at the Licensor's expense, all reasonably necessary assistance, information and authority to allow the Licensor to control the defense and settlement of such claim.

- b) **Indemnification by Licensee.** The Licensee will defend, indemnify and hold harmless Licensor and its respective officers, directors, employees, agents, and contractors and their respective successors and assigns from and against any and all claims losses, damages, liabilities, costs and expenses (including interest, penalties, costs of investigation and defence, court costs and reasonable solicitor/attorney fees) resulting from demands, claims, actions, causes of action, or assessments, brought by third parties based upon, resulting from, or allegations of the Licensee or Licensee's Affiliates breaching any obligation hereunder.

9. CONFIDENTIAL INFORMATION.

- a) **Confidentiality.** “**Confidential Information**” means any technical, business, financial, customer or other information disclosed by one Party to the other Party in any media which is marked as “Confidential” or “Proprietary”, or which is disclosed in circumstances that a reasonable person would treat the information as confidential. Except to the extent expressly authorized by this Agreement or by other prior written consent by the disclosing Party, each Party shall during the Term of this Agreement and for a period of seven (7) years thereafter: (i) not disclose any Confidential Information of the other Party; (ii) not use such Confidential Information except as authorized herein or otherwise authorized in writing, (iii) implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other Party’s Confidential Information; and (iv) only disclose the Confidential Information to those of its employees, Affiliates, sub-licensees and third party contractors in accordance with the terms and conditions of this Agreement who have need to know such Confidential Information and who have agreed to be bound by these confidentiality obligations. In the case of Licensor, Licensor may disclose Confidential Information to its Affiliates and business partners if such persons need to know such Confidential Information for the purposes of services related to this Agreement or services related to the Software. Without limiting the foregoing, each of the Parties shall protect the Confidential Information using at least the same procedures and degree of care that it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care.
- b) **Exceptions.** Neither Party shall have any obligation or liability to the other with regard to any Confidential Information of the other: (i) that was publicly known at the time it was disclosed or becomes publicly known through no fault, action, or inaction of the receiving Party; (ii) was known to the receiving Party, without restriction, at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing Party; (iv) was independently developed by the receiving Party without any use of the Confidential Information; (v) is disclosed pursuant to an order or requirement of a court, administrative agency, or other governmental body, or (vi) that is provided to the recipient by a third party having no obligation to keep the information secret. For greater certainty, it shall not be a breach of confidentiality obligations if the Licensor or its Affiliates use any public information for commercialization purposes, whether or not such public information is received from Licensee or its Affiliates.
- c) **Injunctive Relief.** The Parties acknowledge and agree that any breach of the confidentiality obligations imposed by this Article 9 will constitute immediate and irreparable harm to the Party disclosing the Confidential Information and/or its permitted successors and assigns, which cannot adequately and fully be compensated by money damages and will warrant, in addition to all other rights and remedies afforded by law, injunctive relief, specific performance, and/or other equitable relief. The disclosing Party’s rights and remedies hereunder are cumulative and not exclusive.

10. GENERAL

- (a) **Independent Parties.** Nothing herein shall be deemed to constitute either Party as the agent or representative of the other Party, or both parties as joint venturers or partners for any purpose. Each Party shall be an independent contractor, not an employee or partner of the other Party, and the manner in which each Party renders its services under this Agreement shall be within its sole discretion unless otherwise required by this Agreement. Neither Party shall be responsible for the acts or omissions of the other Party, nor shall either Party have authority to speak for, represent or obligate the other Party in any way without prior written authority from the other Party.
- (b) **Jurisdiction.** This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of Ontario and the laws of Canada applicable therein, without regard to the principles of conflicts of law thereof.

- (c) **Entire Agreement.** The Parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the Parties hereto as to the subject matter hereof, shall supersede and replace any previous agreements dealing with this subject matter, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the Parties.
- (d) **Severability.** The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.
- (e) **No Implied Waiver.** The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.
- (f) **Assignment.** This Agreement may not be assigned by the Licensee without the Licensor's consent, which may not be unreasonably withheld. This Agreement may be assigned by the Licensor with thirty (30) days written notice to the Licensee.
- (g) **Interpretation.** In this Agreement, the singular shall include the plural and vice versa and the word "including" shall be deemed to be followed by the phrase "without limitation." The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (h) **Counterparts.** This Agreement may be executed in counterparts, each of which together shall constitute one and the same Agreement.

- (i) **Notices.** Any payment, notice or other communication pursuant to this Agreement shall be in writing and sent by certified first class mail, postage prepaid, return receipt requested, or by nationally recognized overnight carrier addressed to the Parties at the following addresses or such other addresses as such Party furnishes to the other Party in accordance with this paragraph. Such notices, payments, or other communications shall be effective upon receipt.

For the Licensor: **Promeric Technologies Inc.
275 Dundas Street, 12th floor
London, Ontario N6B 3L1
Attn: Brian Costello**

For the Licensee: **The email address of the
individual consenting
hereto as evidenced
by the Licensor's systems**

- (j) **Binding Agreement.** This Agreement shall not be binding upon the Parties until executed by and delivered to each of the Parties.

- (k) **Survival.** Nothing herein shall be construed to release either Party from any obligation that accrued prior to expiration or any termination of this Agreement. Articles 7, 8, 9, and 10 and any other provision that by its nature is intended to survive, shall survive termination of this Agreement.

SCHEDULE "A" – SOFTWARE

This Schedule is incorporated by reference to and forms part of the Agreement. All capitalized words in this Schedule shall have the respective meanings ascribed to them in the Agreement.

1. Interview Function – Description

The Interview Function will permit the Licensee to perform the following functions with respect to each bankruptcy file that the Licensee administers using the Software:

a) Information Tracking

- Addresses
- Employment Info
- Joint Debtors
- Dependants
- Business
- AKA, names
- Significant Dates
- OSB Questions
- Debts Guaranteed
- Counseling
- Prior Insolvencies
- Style of Cause is auto populated based on a Admin Type
- Spouse/ Joint Debtor information is auto populated if a matching entry is done.
- Potential estate can be copied as a different potential estate with a new File Number.
- If the type is Corporate it tracks additional information related to officers, incorporation dates

b) Assets

All assets are categorized according to the Statement of Affairs.
There is no limit to the number of individual assets that can be recorded within any category.

- Quickly link Assets to Liabilities
- Track Pre, Prior and Post taxes and unlimited GST returns.
- Calculates user definable pre set selling expenses by percentage or dollar amount.
- Calculates user definable pre set exempt amounts tracked by province.
- Produces an application form based on Quick Entry function.

c) Liabilities and Claims

- Track Secured, Unsecured, Preferred, Deferred and Contingent Liabilities.
- There is no limit to the number of Liabilities that can be recorded.
- Quickly link liabilities to assets.
- Track Unique, Individual and Common Creditors. Add Common Creditors "On the Fly"
- Quickly link Liabilities to Assets.

d) Income and Expenses

Categorized according to Monthly Income and Expense Statement (Form 65)

- Calculates Surplus Income (OSB Directive 11R)
- Quick Entry screen
- Net Income calculator for Self Employment and small business net income based on CCRA Form T2124

e) Reporting

- Prints all Initial filing prescribed forms in English or French based on user-defined preferences in letter or legal format.
- User access available to all data within the system.
- Reports can be saved in .pdf format

f) E-Filing

Pre-transmission validation against OSB error codes.
Launches OSB website from program and displays required data.
Tracks file location, status, and e-file history.

2. Estate Function – Description

The Estate Function will permit the Licensee to perform the following functions with respect to each bankruptcy file that the Licensee administers using the Software:

a) Information Tracking

Addresses
Employment Info
Joint Debtors
Dependants
Business
AKA
Related Estates
Significant Dates
OSB Questions
Debts Guaranteed
Counseling
Prior Insolvencies
Style of Cause is auto populated based on a Admin Type
Spouse/Joint Debtor information is auto populated.
Estate can be copied as an estate with a new File Number.
Track proposal info.
Counseling information screen creates an auto invoice when the session is completed.
Also allows user to print certificate.
Track required documents for tax preparation
If the type is Corporate it tracks additional information related to date of incorporation, signing officers and directors.

b) Assets

All assets are categorized according to the Statement of Affairs.
There is no limit to the number of individual assets that can be recorded within any category.
Assets can be entered using quick entry screen or via the estate detail screens.
Quickly link Assets to Liabilities
Track Pre, Prior and Post taxes and unlimited GST returns.
Calculates user definable pre set selling expenses by percentage or dollar amount.
Calculates user definable pre set exempt amounts tracked by province.
Tracks detailed information related to individual assets

c) Liabilities and Claims

Track Secured, Unsecured, Preferred, Deferred and Contingent Liabilities.
There is no limit to the number of Liabilities that can be recorded.
Track Unique, Individual and Common Creditors. Add Common Creditors “On the Fly”
Quickly link Liabilities to Assets in 2 different ways.
Meeting of Creditors, Mediation and voting summaries.
Tracks requests for Final R&D (170 Report), proxies and voting summaries.
Calculate dividends on proven claims.

d) Income and Expenses

Categorized according to Monthly Income and Expense Statement (Form 65)
Income and Expenses can be entered using quick entry screen or via the estate detail screens.

Calculates Surplus Income (OSB Directive 11R)
Track monthly cash flow by period.
Monthly Income Pay cheque calculator, and small business calculator from gross to net business income based on the CCRA form T2124
Create budget sheets receipts schedule for the estate.
Monthly Income/Expense overview.

e) Receipts

Build a schedule of receipts and Ascend™ will automatically track compliance based on receipt of payment.
Manages post dated cheques.
Automated NSF processing using user controlled GL dates and system generated letter to issuer.
Multiple allocations to payment requirements from a single receipt.

f) Disbursements

System generates/calculates Proposal Payments, Interim Draws, Levy, Trustee Fees, and Dividends: Interim, Final and Unclaimed.
Tracks recoverable expenses including asset specific selling expenses.
Tracks and manages accruals.
Common Payee List.

g) Reporting

Prints all prescribed forms in English or French based on user defined preferences in letter or legal format.
Manages all R&D reporting requirements: interim, final, amended and supplemental.
Extensive management reports.
User access available to all data within the system.
Reports can be saved in .pdf format

h) E-Filing

Pre-transmission validation against OSB error codes.
Launches OSB website from program and displays required data.
Tracks file location, status, and e-file history.

i) Wind up

Tracks 170 report and discharge information.
Tracks all proposal disposition information.

j) Banking

Unlimited Bank Accounts per estate
System Generated Deposit Slips.
Bank Reconciliation.
Performs interest allocation based on user defined parameters.
User pre defined multiple cheque formats.
Mechanized 'void', print and reprint cheque functions, with user controlled GL dates.
Tracks third party deposits and guarantees. Also prints the certificate

SCHEDULE “B” – FEES (Effective July 1st, 2018)

This Schedule is incorporated by reference to and forms part of the Software License Agreement made between **Promeric Technologies Inc.** (“**Licensor**”) and **[company name]** (the “**Licensee**”) dated _____ (the “**Agreement**”). All capitalized words in this Schedule shall have the respective meanings ascribed to them in the Agreement.

Level 1 Estates Rates (*Summary Administrations, Div II Proposals, Consumer Consultations and Liquidations*)

| # of Estates | Cost per Estate |
|--------------|-----------------|
| 50 | 38.00 |
| 51 - 99 | 33.20 |
| 100 - 249 | 31.00 |
| 250 - 499 | 28.25 |
| 500 - 999 | 25.00 |
| 1000 - 1999 | 22.75 |
| 2000 - 3499 | 21.25 |
| 3500 - 4999 | 20.75 |
| 5000 - 7499 | 19.25 |
| 7500 plus | 18.75 |

Level 2 Estates Rates (*Ordinary Administrations, Div I Proposals, Consumer Notices of Intention, Corporate Consultations, Liquidations and all other Administrations not including Summary Administrations, Div II Proposals and Receiverships*)

Fee \$190.00 ea

Level 2 Low Value Ordinary Rates

These are Ordinary Estates with gross receipts of less than \$10,000.00.

Fee \$70.00 ea.

Level 3 Estates Rates (*Consumer and Corporate Interim Receivers and Receiverships*)

Fee \$275.00 ea

Purchases include Ascend™ software, unlimited users / servers, all updates, phone and internet support.

Conversion Fees

~~Active files are converted at a rate of \$7.50/file if there are less than 500 to convert and \$5.00/file if there are more than 500 to be converted. Inactive files are converted at a rate of \$1.00/file.~~

There will be no fees incurred for processes related to converting the current Uberbase data to the Ascend platform.

On Site Support

The current rate for onsite support over and above the five initial days is \$250 per Diem (7 hours) plus actual and reasonable expenses.

Custom programming

Custom programming rates are \$250 per hour, with a minimum charge of 2 hours of development time. Time spent over and above the initial 2 hour minimum will be billed in 15 minute increments at the above noted rate of \$250 per hour.

Payment Terms

Payments are due 30 days after receipt of invoice. Subject to change in accordance with s. 3(e) of this Agreement. All fees are plus applicable taxes.

SCHEDULE "C" – DATA CONVERSION

This Schedule is incorporated by reference to and forms part of the Agreement. All capitalized words in this Schedule shall have the respective meanings ascribed to them in the Agreement.

1. Data Conversion

Pursuant to section 4(d) of the Agreement, the Licensor may agree, in its sole discretion, to convert data from the Licensee's existing estate/insolvency system (the "**Licensee System**") to a format compatible with the Software. In the event the Licensor agrees to undertake such conversion, the Licensee acknowledges that it shall be the Licensee's sole responsibility to audit and verify:

- (a) the accuracy of the information provided to the Licensor for conversion;
- (b) the accuracy of the concordance between data categories used by the Licensee System and those used by the Software; and
- (c) the accuracy and correctness of the final results of the conversion.

The Licensee assumes full responsibility for the accuracy of any data conversion undertaken by the Licensor at the Licensee's request, and releases the Licensor from any and all liability from the data conversion process, howsoever arising.

SCHEDULE "D" – EXPRESS BUTTON:

This Schedule is incorporated by reference to and forms part of the Agreement with respect to the use of The Express Button® functionality of the Ascend™ software. Unless otherwise defined, all capitalized words herein shall have the meanings ascribed to them in the Agreement. "you" means the user of the Ascend software. "us", "we", "our" means Promeric Technologies Inc. Any inconsistency or conflict between the terms and conditions set forth herein and those in the Agreement, those herein shall prevail.

We reserve the right to change these terms and conditions, in whole or in part, by notifying you. Changes will be effective when such change is notified. Your continued use of the Ascend software will be considered continued acceptance of these terms and conditions.

To let you know about changes to these terms and conditions or what new features and functions are available with The Express Button from time to time, we will send you e-mail describing same. You agree that as a Licensee, we may send you such e-mail to the address you provide. Because this e-mail is necessary for you to receive the notifications mentioned herein, you will receive this e-mail even if you have opted out of receiving other email from us.

You agree that you shall only use the Ascend software in a manner that complies with all applicable laws in the Territory in which you use the Ascend software, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

The information contained in the Creditor Package (as amended or supplemented from time to time) that you supply to us by using The Express Button may be used by us and our affiliates and related companies for the purposes of commercialization. This Creditor Package includes those forms prescribed by the Bankruptcy and Insolvency Act (Canada) that are required to be sent to notify creditors of a Consumer Insolvency (Bankruptcy or Proposal), including, but not limited to, the notice of proposal or bankruptcy, a copy of the proposal (where applicable), the Statement of Affairs, the Monthly Family Income and Expense Statement, the voting letter (where applicable), the Report of Administrator on Consumer Proposal (where applicable) a Proof of Claim and a Proxy (as such documents may be amended or supplemented from time to time and/or modified in title, form or content in accordance with statutory requirements). In permitting us such use you acknowledge that the information is either (i) contained in publicly available registries collected under the statutory authority of bankruptcy and insolvency legislation, or (ii) you have obtained the consent of the affected persons, for the collection, use and disclosure as contemplated herein.

We shall use commercially reasonable efforts to ensure delivery of documents sent through The Express Button functionality of the Ascend software, but in no event will you hold us liable for any loss or damage suffered by you that is caused by any delay, error, interruption or failure by us due to any cause beyond the control of us.

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** ™ Trademark of Promeric Technologies Inc.