

SUBSCRIPTION AGREEMENT

This Agreement is made as of the ____ day of _____, 20____

B E T W E E N:

TAME SOFTWARE INC.
a corporation incorporated under the laws of British Columbia

(hereinafter called "TAME Software Inc.")

and:

"INDIVIDUAL OR COMPANY PURCHASING SOFTWARE"
a corporation incorporated under the laws of British Columbia OR individual

(hereinafter called the "Subscriber")

WHEREAS TAME Software Inc. provides the Subscriber with the TAME™ System and Daily Fund Information (as received by an independent third party)

AND WHEREAS the Subscriber wishes to enter into this agreement with TAME Software Inc. for purposes of obtaining a license to use the TAME™ System.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber and TAME Software Inc. agree to the following terms and conditions:

1. Grant of License.

- (a) During the term of this Agreement, TAME Software Inc. hereby grants to the Subscriber an exclusive, non-transferable, personal and limited license to use the TAME System for his/her practice.
- (b) The Subscriber shall not: (i) copy, reproduce, publish, sub-license, lease, sell, resell or rent the TAME™ System; (ii) make the TAME™ System available or accessible to any third party; (iii) alter, transmit, merge, modify, create derivative works of, adapt, or translate the TAME™ System. The Licensee acknowledges and agrees that all proprietary rights in the TAME™ System and the compilation of the data provided by TAME Software Inc. are and shall remain the property of TAME Software Inc. For greater certainty, the Subscriber shall only use the TAME™ System as expressly set out in Section 1(a) above and shall not use any of the TAME™ System outside of the practice for any other reason whatsoever.
- (c) The Subscriber shall not permit any third party to (i) access the TAME™ System or any part thereof, or (ii) to store, electronically or peripherally, the TAME™ System or any part thereof, for the purpose of resale or redistribution.
- (d) The Subscriber shall ensure that access to the TAME™ System is restricted to the Registered Users.
- (e) TAME Software Inc. will provide to the Subscriber, certain Information that is updated and delivered on a daily basis (the "Daily Information") as follows:
 - (i) TAME Software Inc. will use commercially reasonable efforts to provide the Subscriber with a copy of the files containing Daily Information electronically, on (i) business days and (ii) when the Daily Information is received by TAME Software Inc. by the external corporation that provides this data, before 10:30pm EST or earlier if available; and
 - (ii) TAME Software Inc. will not be responsible or liable for the transmission or delivery of the file containing the Daily Information.

2. License Fees.

- (a) Subject to subsection 2(b) below, the Subscriber shall pay to TAME Software Inc. a fee equal to the amounts set out in Schedule "B" on or before the 15th day following the end of every calendar month, or within 30 days following the renewal date of an annual subscription. All amounts to be paid hereunder shall be plus all applicable taxes including, without limitation, the federal goods and services tax.

- (b) If the Subscriber is paying on a monthly basis, TAME Software Inc. will charge an additional monthly administration fee outlined in Schedule B.
- (c) At the expiration of the initial term and on each anniversary thereof, TAME Software Inc. may change, alter, or revise the fees set forth on Schedule B by delivering a written copy of the revised Schedule B to the Subscriber; provided that no price increase shall be effective until 30 days following delivery of the revised Schedule B. Interest on overdue payments shall be charged at the rate of one and one-half percent (1.5%) per month.

3. Covenants by the Subscriber.

- (a) *Subscriber Responsible for Equipment.* The Subscriber acknowledges and agrees that the Subscriber is responsible for providing, at its expense, all equipment necessary to access the TAME™ System, including without limitation, computers, modems, telephone lines, Internet access and for any telecommunications charges incurred in accessing the TAME™ System. The Subscriber is solely responsible for the maintenance of such equipment and TAME Software Inc. shall not be responsible or liable for any damage or loss to such equipment.
- (b) *Confidentiality.* The Subscriber shall receive and hold in strictest confidence and not use or disclose to others, other than as expressly contemplated by this Agreement, all information received from TAME Software Inc. (and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise) relating to TAME Software Inc.'s business (including, without limitation, the Information, business plans, intellectual property, method of doing business or business results or prospects). This provision shall survive the termination of this Agreement.
- (c) *Non-Competition and Non-Solicitation.* The Subscriber shall not use or distribute the TAME™ System in any manner that could be construed as competing with TAME Software Inc. or any affiliate thereof. The Subscriber shall not, directly or indirectly, (i) contact or cause to be contacted any person that is or was a client or business relation of TAME Software Inc. for the purpose of conducting any activity in competition with TAME Software Inc., (ii) solicit, interfere with or endeavour to entice away from TAME Software Inc., any customer, client or any other person normally dealing with TAME Software Inc., or (iii) contact or cause to be contacted any employee of TAME Software Inc. for the purpose of offering such employee any form of employment with the Subscriber or any affiliate thereof.
- (d) *Notification of Infringers.* If the Subscriber becomes aware of any potential or actual infringement of TAME Software Inc.'s copyright or other intellectual property right or any unauthorized access, use or distribution of the Information, the Subscriber shall immediately advise TAME Software Inc. thereof. In the event TAME Software Inc. requests assistance from the Subscriber in the prosecution of any potential or actual infringers, then the Subscriber shall, at TAME Software Inc.'s expense, assist TAME Software Inc. to all reasonable extent in the prosecution of such infringers.
- (e) *Certificate of Compliance.* Upon the request of TAME Software Inc., the Subscriber shall, once per year and at the end of the Term, provide to TAME Software Inc. a certificate of a senior officer of the Subscriber confirming that the Subscriber is in compliance with the terms of this Agreement.

4. No Warranties.

- (a) TAME Software Inc. does not make any representations, warranties or conditions, expressed or implied, statutory or otherwise, provided hereunder, including without limitation, any warranty or condition of how a Subscriber chooses to use the TAME™ System or any benefit thereof.
- (b) Except as specifically set forth in this Agreement, there are no representations, warranties or conditions, expressed or implied, statutory or otherwise, provided hereunder, including without limitation, any warranty or condition of merchantable quality, non-infringement or fitness for a particular purpose or any warranty or condition arising out of a course of dealing or usage of trade. TAME Software Inc. does not warrant or guarantee that the TAME™ System will meet the Subscriber's requirements or that the TAME™ System will be error free. TAME Software Inc. compiles information for use with the TAME™ System from external sources and using methods that TAME Software Inc. considers accurate and reliable, but TAME Software Inc. does not research this information itself. Accordingly, TAME Software Inc. does not provide any warranty or guarantee and does not assume any responsibility or liability whatsoever regarding the truth, accuracy, currency or completeness of the information.

5. Limitation of Liability.

- (a) The Subscriber acknowledges that, other than as set out herein, TAME Software Inc., its affiliates and their respective employees, licensors or agents will not assume any responsibility with respect to the use to which the Subscriber, its employees, agents or any other person (including the Users) puts the TAME™ System or the results of such use.
- (b) TAME SOFTWARE INC., ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS AND AGENTS SHALL NOT BE LIABLE IN ANY CIRCUMSTANCE TO THE SUBSCRIBER, ITS AFFILIATES OR AGENTS OR THE USERS FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF REVENUE, FOR LOSS OF BUSINESS OPPORTUNITY OR FOR FAILURE TO REALISE EXPECTED SAVINGS, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, OR WHETHER IN TORT, BY WAY OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS EXCLUSION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OF THIS AGREEMENT.
- (c) Notwithstanding Section 5(b), if a court of competent jurisdiction finds TAME Software Inc., its affiliates or their respective directors, officers, employees, licensors or agents liable for damages, direct or otherwise, arising out of or in connection with this Agreement, the Subscriber acknowledges that in no event shall the aggregate liability of TAME Software Inc. and its directors, officers, employees, licensors and agents to the Subscriber and to any other party (including the Users) for such damages, regardless of the cause or form of action or basis of claim, exceed the fees paid by the Subscriber to TAME Software Inc. during the 1 month immediately preceding the event giving rise to the claim. This provision shall survive the termination of this Agreement.

6. Misuse of Information.

If TAME Software Inc. becomes aware of any use of the Information

- (a) by the Subscriber which is not expressly permitted under this Agreement (a "Subscriber Misuse"),
- (b) by Users or any other third party who accesses the Information which is not expressly permitted under this Agreement and the Subscriber fails to act to prevent such misuse (a "Third Party Misuse"), or
- (c) the Subscriber commits any other breach of this Agreement (other than the failure to pay fees which is described in Section 9) (a "Subscriber Breach"),

TAME Software Inc. shall have the right to give the Subscriber written notice setting forth such Subscriber Misuse, Third Party Misuse or Subscriber Breach. If a Subscriber Misuse, Third Party Misuse, or Subscriber Breach is not remedied to TAME Software Inc.'s satisfaction within thirty (30) days of such notice, TAME Software Inc. shall have the right to terminate this Agreement without any further notice.

7. Indemnification.

- (a) *Indemnification by TAME Software Inc.* TAME Software Inc. agrees to indemnify and hold harmless the Subscriber and defend the Subscriber against any third party claim, suit or proceeding that the TAME™ System infringes any Canadian trademark, copyright or patent; provided that (i) the Subscriber promptly notifies TAME Software Inc. in writing of the claim, (ii) TAME Software Inc. has the sole control of the settlement and defense of any action to which this indemnity relates, and (iii) the Subscriber co-operates in every reasonable way to facilitate such defense. TAME Software Inc. shall not have any responsibility or liability hereunder if: (i) the Subscriber was not using the most current Information made available to the Subscriber by TAME Software Inc.; (ii) the Subscriber modified or changed the information, or format of the information, in any manner whatsoever; or (iii) the suit or proceeding is related in whole or in part to using or copying the information in a manner not permitted hereunder.
- (b) *Indemnification by the Subscriber.* The Subscriber agrees to indemnify and hold harmless TAME Software Inc. and defend TAME Software Inc. against any claim, suit or proceeding brought against TAME Software Inc. based on a claim related, directly or indirectly, to the Subscriber (or anyone obtaining use or access to the Information by the Subscriber) (i) not using the most current information made available to the Subscriber by

TAME Software Inc., (ii) modifying or changing the information, or the format of the information, in any manner whatsoever; (iii) using or copying the information in a manner not permitted hereunder.

8. Term.

- (a) This Agreement will be effective on a year by year basis, from the date hereof unless terminated earlier in accordance with its terms. This Agreement will be renewed automatically on an annual basis, unless either party notifies the other of its intention to terminate this Agreement at least thirty (30) days prior to the expiration of the then current term. If such notice is given, this Agreement will terminate upon the expiry of the then current term.

9. Termination.

TAME Software Inc. may, at its option, terminate this Agreement by written notice to the Subscriber effective upon receipt thereof in the event that:

- (a) the Subscriber is more than 15 days in defaults on payment of any fees payable under this Agreement;
- (b) the Subscriber is in default of any of its obligations pursuant to Section 3;
- (c) there is a change of control in the Subscriber, whether by way of a merger, an amalgamation or a sale of a sufficient number of voting securities to elect a majority of the board of directors of the Subscriber; or
- (d) the Subscriber ceases or threatens to cease to carry on its business, makes or agrees to make a bulk sale of its assets, commits any act of bankruptcy, becomes insolvent or bankrupt, makes an assignment for the benefit of its creditors, or a bankruptcy petition is filed or presented against the Subscriber, or a petition is filed or a resolution is passed or an order is made for the winding up or liquidation of the Subscriber.

In addition, TAME Software Inc. may terminate this Agreement in accordance with the provisions of Section 6 (Misuse of Information).

10. Termination by the Subscriber.

The Subscriber may, at its option, terminate this Agreement by written notice to TAME Software Inc. effective upon receipt thereof in the event that TAME Software Inc. ceases or threatens to cease to carry on its business, makes or agrees to make a bulk sale of its assets, commits any act of bankruptcy, becomes insolvent or bankrupt, makes an assignment for the benefit of its creditors, or a bankruptcy petition is filed or presented against TAME Software Inc., or a petition is filed or a resolution is passed or an order is made for the winding up or liquidation of TAME Software Inc..

11. Result of Termination.

- (a) *Deletion of Information.* Upon the termination or expiration of this Agreement for any reason whatsoever, the Subscriber shall use its best efforts to properly delete or purge any and all of the TAME™ System, including any copies of the TAME™ System, from all of the Subscriber's systems, including the Subscriber Website, and the Subscriber shall immediately cease using the TAME™ System. In addition, following the date of expiration or termination of this Agreement, the Subscriber shall not sell, transfer, assign, license or gift the TAME™ System to another party. The Subscriber shall provide TAME Software Inc. with evidence satisfactory to TAME Software Inc. that the foregoing has occurred to TAME Software Inc.'s satisfaction. Notwithstanding anything to the contrary set forth in this Section 11, the Subscriber may store or archive the TAME™ System to the extent necessary to comply with internal audit or regulatory requirements.
- (b) Upon the termination or expiration of this Agreement, the Subscriber shall, within 15 days thereof, pay to TAME Software Inc. all monies owing under this Agreement.

12. Notices.

Any notice or other communication required to be given hereunder shall be in written form and sent by registered mail, overnight courier or facsimile. Any notice or communication sent by registered mail shall be deemed to have been received five (5) business days after mailing except in the event of a postal service disruption in which event notice shall be sent by facsimile or delivered by courier. Any notice sent by overnight courier or by facsimile shall be deemed to have been received on the next business day. Either party may by notice change its address or facsimile number.

If to TAME Software Inc. to:

Parkhill Centre
#208 – 556 N. Nechako Rd.
Prince George, BC
V2K 1A1

Telephone: 250-614-3331
Facsimile: 250-562-3869

If to the Subscriber to:

Street Address, City, Province, Postal Code
Phone: 111-111-1111
Fax: 222-222-2222

13. No Assignment.

The Subscriber shall not assign this Agreement or any of its rights hereunder without the express written consent of Licensor, which consent shall not be unreasonably withheld. For the purposes of this Section 13 a change of control of Licensee shall be deemed to be an assignment.

14. Entire Agreement.

This Agreement, including the Schedules hereto, constitutes the entire agreement between the parties in respect of matters dealt with under this Agreement, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no terms, conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

15. Further Assurances.

Each party hereto shall promptly do, execute and deliver or cause to be done, executed or delivered all further acts, documents and things in connection with this Agreement that the other party may reasonably require, for the purposes of giving effect to this Agreement.

16. Governing Law.

This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

TAME SOFTWARE INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule "A"

Definition of Software and Updates

TAME Software Inc. will supply the subscriber with the following:

1. One networkable copy of the TAME™ System to be used by the licensee and staff directly related to the Subscriber's practice.
2. Daily updates of fund prices, dividends, and other pertinent fund information as available through an external third party.
3. Periodic updates of the TAME™ System as required

Schedule "B"
Schedule 'B' Fees

Regular Price (Guaranteed For First 24 Months):

Annual Cost	\$1,200.00 <i>plus applicable taxes</i>
Monthly Cost	\$ 100.00 <i>plus applicable taxes</i>

- There is a \$5.00 per month administration charge added to all prices for monthly billing.
- Pricing may be changed at the discretion of TAME Software Inc. and may be adjusted at the beginning of each new subscription year.
- All prices subject to applicable taxes.

TAME SOFTWARE INC.

Per: _____
Name:
Title: