

Guymast Inc.
("Guymast")
1110 Finch Avenue West, Suite 814
Downsview, Ontario
CANADA M3J 2T2
Tel: (416) 736-7453 Fax: (416) 736-4372

SOFTWARE LICENSE AND SERVICES AGREEMENT

Licensee:	
Address:	
Tel:	Fax:

Licensed Program(s)

Executed by Licensee:	Executed by Guymast Inc.:
Signature: _____	Signature:
Name: _____	Name: Simon Weisman, P.Eng.
Title: _____	Title: President
Date: _____	Effective Date:

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements provided for in this Software License and Services Agreement ("Agreement") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guymast and the Licensee, the parties hereby agree as follows:

1. DEFINITIONS

"Licensed Program(s)" means the computer software product(s) owned and/or distributed by Guymast for which Licensee is granted a license pursuant to this Agreement, and any and all related documentation, instructions, user guides, and any and all subsequent revisions, modifications or updates, whether in printed or machine readable form; and

"License Fee(s)" means the fee or fees charged or chargeable by Guymast to Licensee for use of any Licensed Program.

2. LICENSE

2.1 Grant

1. Guymast hereby grants to Licensee a limited, nonexclusive license of the Licensed Programs as follows:

a. to use the Licensed Programs solely for Licensee's own use on a single central processing unit ("CPU") as designated and agreed to in writing from time to time by Guymast and Licensee; and

b. to make one copy of the Licensed Programs for archival or backup purposes only.

2. Licensee shall not cause or permit the reverse engineering, disassembly, or decompilation of any Licensed Program.

3. Licensee shall not cause or permit any Licensed Program to be used for commercial time-sharing, rental, or service bureau use.

4. Licensee acknowledges and agrees that all rights, title, and interest in the Licensed Programs shall at all times remain the property of Guymast or Guymast's licensor, as the case may be.

5. The rights granted herein are granted solely to

Licensee and may not be assigned or transferred to a third party without the prior written consent of Guymast which consent shall not be unreasonably withheld.

3. TECHNICAL SERVICES

3.1. Technical Support Services

Technical Support ordered by Licensee will be provided in accordance with Guymast's then current applicable support policies at the support fees then in effect.

3.2. Consulting Services

Guymast will provide consulting services ordered by Licensee under the terms and conditions of this Agreement. Such services will be provided in accordance with Guymast's then current applicable consulting service policies at the consulting fees then in effect.

3.3. Installation and Training

At Licensee's request, Guymast will provide assistance in the installation and/or training of Licensee personnel in the use and operation of each Licensed Program. Installation and training shall be provided in accordance with Guymast's then current applicable policies.

3.4. Documentation

Guymast will provide Licensee with relevant user documentation. The user documentation may not be copied without Guymast's prior written consent.

3.5. Rights to Developments

This Agreement will govern Licensee's use of any enhancements, data, and information provided by Guymast in the course of providing any support or consulting services. Any ideas, expertise, techniques, and software which may be developed by Guymast, including any enhancements or modifications made to the Licensed Programs, shall be the property of Guymast.

3.6. Incidental Expenses

Where Licensee requires Guymast to provide on-site support, consulting, installation or training services, Licensee shall reimburse Guymast for all actual, reasonable travel and out-of-pocket expenses incurred by applicable Guymast personnel.

4. TERM AND TERMINATION

4.1. Term

Subject to the terms and conditions of this Agreement, each license granted hereunder shall remain in effect perpetually (unless otherwise agreed to in writing by Licensee and Guymast).

4.2 Termination

1. In addition to any other rights or remedies hereunder, either party may terminate this Agreement forthwith by giving written notice to the other party where that other party:

- (a) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors;
- (b) is unable to pay its debts as they mature;
- (c) has a receiver and/or manager appointed over its assets or an application is made to do so;
- (d) becomes bankrupt or insolvent or commits an act of bankruptcy or takes or attempts to take advantage of any law or statute for the relief of bankrupt or insolvent debtors;
- (e) commences or becomes subject to any process that might result in its bankruptcy or liquidation;
- (f) has a resolution or petition filed or an order made for its winding up; or
- (g) ceases to carry on business.

2. In addition to any other rights or remedies hereunder, either party may terminate this Agreement where the other party defaults in the performance of any of its obligations under this Agreement and such default is not cured within 30 days of written notice thereof.

5. WARRANTIES AND LIMITATION OF LIABILITY

5.1 Limited Warranties and Disclaimer

Licensed Programs are provided by Guymast strictly on an "as is" basis without warranty or guarantee of any kind whatsoever. Accordingly, Licensee assumes the entire risk as to the results and performance of any and all Licensed Programs. Guymast specifically disclaims all warranties, express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5.2 Limitation of Liability In no event shall Guymast or its agents be liable for any injuries, damages or losses whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information and

the like) arising out of Licensee's use, misuse or inability to use Licensed Programs. Licensee shall indemnify and hold harmless Guymast and its agents for any and all injuries, damages and losses arising out of any such use, misuse or inability to use Licensed Programs.

6. PAYMENT

6.1. Invoicing and Payment

All amounts chargeable under this Agreement shall be due and payable in accordance with such payment terms as are agreed to in writing by Guymast and Licensee.

6.2 Taxes

Licensee shall be responsible for payment of all applicable taxes which may be levied by those authorities having jurisdiction over Licensee in respect of Licensee's acquisition, use or operation of Licensed Programs.

7. NONDISCLOSURE

7.1. Nondisclosure

1. The receiving party shall maintain information that is confidential to either party and that is received by another party to this Agreement in confidence provided that such information is clearly marked as confidential ("Confidential Information").

2. A party's Confidential Information shall not include information which. (a) is or becomes a part of the public domain through no act or omission of the other party; or (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

3. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.

8. GENERAL

8.1. Governing Law

This Agreement shall be interpreted, performed and governed in accordance with the laws of the Province of Ontario. The parties hereby attorn to the non-exclusive jurisdiction of the Ontario courts in any matter arising out of this agreement.

8.2. Notices

All notices required to be sent hereunder shall be in writing and shall be sent by personal delivery or prepaid registered mail, or transmitted by facsimile addressed to the other party at its address as set forth above.

8.3. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

8.4. Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

8.5. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by a duly authorized representative of each party.