

BLACKSTONE'S VIAMEDIA  
SOFTWARE LICENSE AGREEMENT  
(WITH AUTOMATIC RENEWAL)

This License Agreement (the "Agreement") is made by Blackstone Multimedia Corporation ("Licensor") and the \_\_\_\_\_ ("Customer").

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS. The following definitions apply to this Agreement:

Acceptance is deemed to occur upon the commencement of operational use or availability for operational use by CUSTOMER of the Software.

Documentation refers to the user manual and relevant release notes generally made available by Licensor for use with the Software.

Maintenance Services refer to the services specified in paragraph 2 of Article III.

A New Release will refer to an updated version of the Software that replaces all prior versions of one or more modules of the Software and which version becomes the only version eligible for Maintenance Services, or which version provides enhancements to existing modules of the Software then being maintained by Licensor.

Software refers to the object code versions of the computer program modules for a particular hardware platform and for the particular operating system, all as specified on Schedule A.

License refers to the installation of the Software on computer systems owned or leased by the Customer and its use by designated Customer employees and contractors defined within Schedule A.

Warranty Period refers to the period commencing with Acceptance and ending ninety (90) days thereafter.

II. LICENSE TERMS AND CERTAIN OBLIGATIONS.

1. License. Subject to the terms of this Agreement, Licensor hereby grants, and CUSTOMER hereby accepts an annual, nonexclusive, nonsublicensable, nontransferable and nonassignable license to (i) use the Software solely by the entities of the CUSTOMER specified in Schedule A; (ii) copy the Software to the extent permitted hereunder and consistent with the licensed use of the Software; and (iii) use the Documentation to the extent reasonably required to support the licensed use of the Software. No right to use, copy, display, or print the Software or the Documentation, in whole or in part, is granted, except as expressly provided in this Agreement. In reproducing the Software as permitted by this Agreement, CUSTOMER will reproduce and include all copyright and trademark notices of Licensor. By reason of this Agreement, CUSTOMER obtains no ownership rights in the Software or Documentation. Except as expressly provided in this Agreement, all rights in the Software and Documentation are reserved to Licensor.

2. Certain Licensor Obligations.

(a) In advance of Acceptance, Licensor will provide one electronic copy of the Software.

3. Certain CUSTOMER Obligations. At all times, CUSTOMER shall:

(a) Supply and take full responsibility for all computer hardware, and system software necessary or appropriate for the licensed use of the Software.

(b) Use the Software in accordance with the Documentation and all applicable laws and regulations.

4. Payment. CUSTOMER agrees to pay to Licensor the appropriate License Fee as outlined in Schedule A and evidenced by a purchase order, invoice or similar document.

5. Software Warranty. Licensor represents and warrants that it has the right to grant the licenses and supply the Software and Documentation to be supplied by it hereunder. Licensor agrees that if it is found that Licensor does not have the right to grant and supply Software as set forth in this agreement that CUSTOMER shall be entitled to a refund of the license fee only. Licensor further warrants that it will provide, during the Warranty Period only (unless the CUSTOMER elects to receive Maintenance Services after the Warranty Period), the services specified in paragraph 2 of Article III, below. **THE WARRANTIES IN THIS PARAGRAPH 5 ARE THE COMPLETE AND EXCLUSIVE WARRANTIES OF LICENSOR RELATED TO THE SOFTWARE, DOCUMENTATION AND THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. LICENSOR MAKES NO FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER IS RELYING SOLELY UPON ITS OWN JUDGMENT AND EXPERTISE AS TO THE SUITABILITY OF THE SOFTWARE FOR CUSTOMER'S USE.**

6. Confidentiality. Each party agrees to protect the trade secret information of the other (so long as such information is legally protectable as a trade secret) by: preserving its confidentiality; disclosing such information only to employees and independent contractors on a "need-to-know" basis, only to such employees and independent contractors who have agreed to the terms of this paragraph 6; and using such information only for the purposes hereof. Each party guarantees the performance of the terms of this paragraph 6 by the persons to whom it discloses trade secret information of the other party. The Software and Documentation under this Agreement are acknowledged to be trade secret information of Licensor. Upon termination of this Agreement, each party will return to the other all copies of trade secret information of the other in its possession or under its control.

### III. MAINTENANCE AND SUPPORT SERVICES.

1. Acknowledgment. The parties acknowledge that software, by its nature and even when very carefully developed, contains certain programming errors (known as "bugs"). It is typical for software users to purchase maintenance services in order to obtain periodic new software releases that are made to correct bugs, maintain compatibility with changing system software and improve software performance.

2. Maintenance and Support Services. During the Maintenance Period (as defined in Section 3 below), Licensor will supply the following services to CUSTOMER:

(a) Delivery of New Releases. Whenever Licensor makes a New Release generally available to its users who have purchased maintenance and support services, Licensor will license a copy of the New Release to CUSTOMER.

(b) Error Correction. Licensor is not responsible for correcting Errors in other than the most current version offered to CUSTOMER of the Software. Licensor is not required to provide Error correction services related to Software that has been modified by CUSTOMER. Licensor does not warrant or represent that all Errors can be corrected, but assures CUSTOMER that it is committed to pursue the correction of Errors as described above. If Licensor is unable to correct any Error noticed by CUSTOMER to Licensor during the Warranty Period, then CUSTOMER may elect in writing to cancel its license to use the Software, in which case Licensor will refund to CUSTOMER the License Fee paid therefore upon return of the Software by CUSTOMER and this Agreement will terminate (subject to the survival of certain provisions as provided in paragraph 4 of Article IV).

(c) Email Support. During its normal business hours of 9:00 – 5:00 Mountain Standard Time Monday through Friday except holidays, Licensor will make a member of its technical support staff available by email to CUSTOMER's Technical Staffs to assist CUSTOMER's use of the Software and to receive notice of Errors

3. Maintenance Fees and Costs. Maintenance Fees and Support costs for services described herein are included in the Annual Licenses fees.

4. TERM. The term of this Agreement is one year (1). Commencing upon execution of this Agreement and will automatically renew after one year (Anniversary Date) unless notified to terminate by either party at least 30 Days in advance of the Anniversary date. Notwithstanding the forgoing, Blackstone reserves the right to cease hosting services to any Customer at anytime

5. Treatment of Software Delivered under Maintenance. All software delivered to CUSTOMER as part of Maintenance Services will be deemed to be Software for the purposes of this Agreement.

6. Entire Agreement. This Agreement is the complete agreement of the parties relating to the subject matter hereof. This Agreement will inure to the benefit of the successors and assigns of the parties hereto; provided, however, that the license to the Software granted hereby is nontransferable and nonassignable. This Agreement may be modified only by a duly executed written agreement. This Agreement may be executed in counterparts.

7. Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

8. Waiver. The failure of either party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

9. Relationship of the Parties. Nothing in this Agreement shall constitute, nor shall any party represent that there is any relationship of employer and employee, principal and agent or partnership between the parties as a result of this Agreement.

10. Force Majeure. Neither party will be responsible for delays or failures in performance resulting from acts beyond the control of such party, including, without limitation, acts of God, riots, acts of war, epidemics, fire, earthquakes or other natural disasters.

11. English Language. All Software, Documentation, and services to be provided by Licensor and all communications between CUSTOMER and Licensor will be in English.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the            day  
of            , 2003.

Blackstone:

Signed:

Name: Ray Murphy

Title: President

Address: #201 5041 Gateway Blvd Edmonton, Alberta T6H 4R7

Telephone: 780-433-1166

Email: ray.murphy@blackstone.ca

CUSTOMER:

Signed:

Name:

Title:

Address:

Telephone:

Email: