



yourmoneymatters



BC's Community
Based Trainers

LICENSE AGREEMENT

BY DOWNLOADING AND COMPLETING THE ABOVE APPLICATION, YOU (the “Licensee”) ARE AGREEING TO ABIDE BY THE TERMS AND CONDITIONS OF ASPECT LICENSE AGREEMENT (the “Agreement”) CONTAINED HEREIN THAT GOVERN YOUR USE OF THE “**YOUR MONEY MATTERS**” software application (the “Licensed Works”).

This Agreement is effective the date that You execute and return the Application electronically or otherwise to ASPECT and ASPECT confirms acceptance, in writing, electronically or otherwise, of the Application (the “Effective Date”).

This Agreement is between **ASPECT** (the “Licensor”), a British Columbia Society with a business address at 975 Alston Street, Victoria, BC, Canada, V9A 3S5 and Licensee, with a business address as set out in the Application.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, Licensor and Licensee hereby agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 As used in this Agreement, the following terms shall have the definitions respectively assigned to them hereunder unless specified elsewhere in the Agreement or where the subject matter or context otherwise requires:
- (a) “**Agreement**” means this entire document and all Schedules attached hereto, which shall be read with and form a part of this Agreement.
 - (b) “**Confidential Information**” means information of a confidential or proprietary nature provided by disclosing Party to recipient Party that has been clearly identified by the disclosing Party as being confidential or proprietary at the time of disclosure by way of a marking, or if disclosed verbally, was reduced to writing by providing Party and marked confidential within thirty (30) days of disclosure.
 - (c) “**Licensed Works**” means the “Your Money Matters” software application including all processes, source code, object code, methods, routines, algorithms and all copyright, trademarks, confidential and proprietary rights and other intellectual property rights creates as a result, forming part or derived in whole or in part from the software application.
 - (d) “**Affiliate**” of a Party means any corporation, company, partnership, joint venture or other entity, which controls, is controlled by or is under common control with such Party. For purposes hereof, “control” shall mean the direct or indirect ownership of at least 50%.
 - (e) “**Sublicensee**” shall mean any person or entity other than an Affiliate to which the Licensee has granted a sublicense under the terms of this Agreement.
 - (f) “**Sublicensing Revenues**” means any revenues actually received by the Licensee including, receipts, monies, and the fair market value of all other consideration directly or indirectly collected or received whether by way of cash, or credit or any barter, benefit, advantage, or concession received by the Licensee from any Sublicensee. Where any Sublicensing Revenue is derived from a country other than Canada it shall be converted to the equivalent in Canadian dollars on the date the Licensee is deemed to have received such Sublicensing Revenue pursuant to the terms hereof at the rate of exchange set by the

Bank of Montreal for buying such currency. The amount of Canadian dollars pursuant to such conversion shall be included in the Sublicensing Revenues.

ARTICLE II – GRANT OF LICENSE

- 2.1 The Licensor hereby grants to the Licensee a non-exclusive, non-transferable site license to use the Licensed Works only for the number of computers and at the site specified in Schedule A attached hereto for the term of the Agreement in accordance with terms of this Agreement.
- 2.2 A breach of the terms of this Agreement by the Licensee may result in termination of this Agreement and upon such termination shall entitle the Licensor to share access codes and passwords of the Licensee.
- 2.3 The Licensee acknowledges and agrees that the Licensor retains all rights, title and interest in the Licensed Works, including all intellectual property and intellectual property rights, such as any patents, pending patents, industrial design, trademarks, trade secrets and copyright and further agrees that this Agreement does not give the Licensee any rights to or interest in such Licensed Works except the right to use such Licensed Works in accordance with the terms of this Agreement.
- 2.4 The Licensee agrees that during the term of this Agreement and thereafter, it will not dispute or contest, directly or indirectly, the validity of the Licensor's rights to the Licensed Works nor counsel or assist any other party to do the same, unless compelled by due process of law.
- 2.5 The term of this Agreement shall commence on the Effective Date of the Agreement and expire one year from the Effective Date unless renewed for additional one year term(s) by mutual agreement of the parties in writing.
- 2.6 The Licensee shall not sublicense the Licensed Work to any third party in any manner without the express written consent of the Licensor and upon the approval of a sublicense agreement satisfactory to the Licensor. The Licensee agrees to provide the Licensor a copy of each sublicense granted within 30 days of it being signed by all parties to the sublicense. To the extent that any terms, conditions or limitations of any sublicense agreement are inconsistent with this Agreement, those terms, conditions and limitations are null and void against Licensor.
- 2.7 All rights not expressly granted by the Licensor to the Licensee under this Agreement are reserved by the Licensor. This license granted under this Agreement is granted only to the Licensee and not to any of its Affiliates.

ARTICLE III – LICENSE FEES

- 3.1 The Licensee shall pay to the Licensor a license fee on a member or non-member basis for each one year term as specified in Schedule B attached hereto (the "License Fee") exclusive of applicable taxes.
- 3.2 The Licensee shall be responsible for paying all applicable taxes arising from the purchase of the license for the Licensed Works.
- 3.3 The Licensee shall pay the License Fee including all applicable taxes to the Licensor by credit card or cheque made payable to the Licensor upon execution of the Agreement.

- 3.4 All payments and statements to be submitted by the Licensee to the Licensor shall be sent to ASPECT at its principal place of business.
- 3.5 All amounts payable to the Licensor in accordance with the terms of this Agreement shall be calculated and paid in Canadian dollars.
- 3.6 All overdue accounts shall bear an interest of 1.5% compounded for each thirty day period the account is overdue.

ARTICLE IV - CONFIDENTIAL INFORMATION

- 4.1 A Party receiving Confidential Information pursuant to this Agreement (hereinafter referred to as the "Receiving Party") shall respect the confidential nature of the Confidential Information as defined in this Agreement. A Receiving Party shall use a reasonable standard of care in protecting the Confidential Information and at least the same precautions to protect the Confidential Information which it uses to protect its own proprietary or confidential information.

A Receiving Party shall not, without the prior written consent of the other Party, disclose or permit disclosure of such Confidential Information to any person, firm, corporation or other entity, other than business associates who have agreed in writing to keep Confidential Information confidential or to employees, agents or other representatives of the Receiving Party on a need to know basis in order to carry out the purposes of this Agreement.

The Receiving Party shall use reasonable efforts to ensure that such business associates employees, agents or representatives are covered by the terms of these confidentiality provisions and do not further disclose such Confidential Information in violation of this Article. The obligations of this Paragraph shall also apply to Sublicensees(s) provided such information by the Licensee. The Parties obligations under this Paragraph shall extend until three (3) years after the termination of this Agreement.

These confidentiality obligations shall not extend to any part of the information:

- (a) that can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
 - (b) that can be demonstrated, from written records to have been in the recipient's possession or readily available to the recipient from another source not under obligation of secrecy to the disclosing party prior to the disclosure; or
 - (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by the recipient; or
 - (d) that is demonstrated from written records to have been developed by or for the receiving party without reference to the Confidential Information disclosed by the disclosing party.
- 4.2 A Receiving Party shall not use or permit use of such Confidential Information in any manner not specified or permitted under the terms of this Agreement.
- 4.3 Any copy or reproduction of the Confidential Information shall be identified with the same marking as is found on the original and shall be subject to the same restrictions as to disclosure and use as apply to the original thereof.

ARTICLE V - WARRANTIES

- 5.1 The Licensor warrants that it has good and marketable title to its interest in the Licensed Works.
- 5.2 Nothing in this Agreement shall be construed as a representation, warranty or covenant by or on behalf of the Licensor:
- (a) the Licensed Works which are provided pursuant to the license granted under this Agreement, is, or will be, free from infringement of any copyright, patent, industrial design, or trademark, or is not, or will not be, in breach of a trade secret;
 - (b) to bring or prosecute any action or suit of any nature against any third party with respect to such third party's infringement or alleged infringement of the Licensed Works; or
 - (c) to defend any action or suit of any nature brought by any third party in which it is alleged that use of the Licensed Works has infringed or will infringe such third party's rights.
- 5.3 EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 5.2, THE LICENSEE AGREES THAT THE LICENSED WORKS ARE PROVIDED "AS IS", AND THAT LICENSOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PERFORMANCE OF LICENSED WORKS INCLUDING THEIR SAFETY, EFFECTIVENESS, OR COMMERCIAL VIABILITY. EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 5.2. THE LICENSOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THE LICENSED WORKS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LICENSOR ADDITIONALLY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES ON THE PART OF LICENSOR, FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES, LAWYERS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FEES OR COSTS), ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE LICENSED WORKS UNDER THIS AGREEMENT. THE LICENSEE, AFFILIATED COMPANIES AND SUBLICONSEE(S) ASSUME ALL RESPONSIBILITY AND LIABILITY FOR LOSS OR DAMAGE CAUSED BY THE LICENSED WORKS USED BY LICENSEE, ITS SUBLICONSEE(S) AND AFFILIATED COMPANIES AS DEFINED IN THIS AGREEMENT.
- 5.4 The Licensee will promptly notify the Licensor of any complaint alleging infringement of intellectual property rights against the Licensee or a Sublicensee of the Licensee regarding the use of the Licensed Works.

ARTICLE VI – INDEMNIFICATION AND LIMITATION OF LIABILITY

- 6.1 The Licensee indemnifies, holds harmless and defends with counsel reasonably acceptable to Licensor against any and all claims or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of the exercise of any rights under this Agreement, including without limitation any damages, losses, consequential or otherwise, arising in any manner (including arising from or incidental to any product liability or other lawsuit, claim, demand or other action brought) at all from or out of the use the Licensed Works licensed under this Agreement by the Licensee or its Sublicensees, customers or end-

users whether or not Licensor, either jointly or severally, is named as a party defendant in any such lawsuit and whether or not Licensor is alleged to be negligent or otherwise responsible for any injuries to persons or property. The obligation of the Licensee to defend and indemnify as set out in this Article shall survive the termination of this Agreement, shall continue even after assignment of rights and responsibilities to an Affiliate or Sublicensee, and shall not be limited by any other limitation of liability elsewhere in this Agreement.

- 6.2 Subject to Article 6.3, the Licensor's total liability, whether under the express or implied terms of this Agreement, in tort (including negligence), or at common law, for any loss or damage suffered by the Licensee, whether direct, indirect, special, or any other similar or like damage that may arise or does arise from any breaches of this Agreement by the Licensor, its employees, agents or contractors shall be limited to the amount of the fees paid by the Licensee pursuant to this Agreement.
- 6.3 In no event shall the Licensor be liable for consequential, incidental or special damages arising from any breach or breaches of this Agreement. The Licensee acknowledges that it has been advised by the Licensor to undertake its own due diligence regarding the Patent Rights, Technology, Licensed Products, Licensed Processes or Licensed Services.

ARTICLE VII TERMINATION AND EXPIRATION

- 7.1 The Licensor shall be entitled to terminate this Agreement immediately with notice upon the occurrence of any of the following events:
- (a) the Licensee becomes insolvent or makes an assignment for the benefit of creditors or passes a resolution for winding up and the orderly payment of debts; or
 - (b) the Licensee ceases or threatens to cease carrying out business;
 - (c) the Licensed Works becomes the subject to any security interest, charge or encumbrance of any third party claiming through the Licensee; or
 - (d) the Licensee is in breach of any of its obligations under this Agreement and fails to remedy such breach within sixty (60) days after written notice of such failure has been given to the Licensee by the Licensor, or, the necessary period where such breach would take more than sixty (60) days to remedy, to commence and proceed diligently to remedy such breach provided such period is not greater than ninety (90) days or as otherwise agreed in writing by the Parties.;
- 7.2 Termination pursuant to Article 7.1 shall be effected by a thirty (30) day written notice which shall, as of the date stated therein, terminate the license granted hereunder, together with all rights of the Licensee under this Agreement, without prejudice to the right of the Licensor to sue for and recover any damages or benefit due to the Licensor, and without prejudice to the remedy that either Party may have in respect of any previous breach of this Agreement.
- 7.3 Upon termination for whatever reason or expiry of this Agreement the Licensee shall pay all license fees due and owing as of the date of termination or expiry.
- 7.4 In the event of termination of the Agreement in accordance with Articles 7.1 all rights to the Licensed Works shall revert to the Licensor and the Licensee thereafter shall cease to use the Licensed Works in any manner or for any purpose whatsoever.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

- 8.1 Time shall be of essence in this Agreement.
- 8.2 The failure of a Party to enforce, at any time, any of the provisions of this Agreement or any of its rights hereunder, or to insist upon strict adherence to any conditions of this Agreement shall not be considered to be a waiver of such provision or right or condition, nor shall it deprive that Party of the right thereafter to enforce any such provision or right or insist upon such strict adherence. Where a party waives any of its rights under this Agreement, such waiver will be valid only where it is expressed in writing and only where it is signed by the Party for whose benefit such right was granted.
- 8.3 Formal notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by double registered mail to the principal offices of the party.
- 8.4 The Parties hereto agree that the exclusive jurisdiction and venue for any claim or law suit under this Agreement if brought by Licensee shall be the Province of British Columbia, and each of the Parties hereby agrees and submits itself to the exclusive jurisdiction and venue of the British Columbia courts for such purpose.
- 8.5 This Agreement constitutes the entire agreement between the Parties relating to the subject matter herein and supercedes any and all prior written or oral agreements, negotiations, representations and understandings between the parties; and this Agreement may not be amended except in writing signed by all Parties.
- 8.6 If any provision hereof is held or declared invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement shall continue in full force and effect with respect to the remaining provisions, and all rights and remedies accrued under the enforceable provisions shall survive such a declaration.
- 8.7 The provisions of this Agreement relating to ownership of the Licensed Works, Confidential Information and Warranties and Representations shall survive the early termination or expiration of this Agreement.
- 8.8 Subject to the terms and conditions of this Agreement, this Agreement is binding on the Parties and their respective successors and permitted assigns.
- 8.9 Headings in this Agreement are for reference only and do not form part of this Agreement and are not to be used in the interpretation of this Agreement.

Your Money Matters Order Form

Purchaser Information:

Contact Name: _____

Organization: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Tel: _____ Fax: _____

Email: _____

Tax Status:

GST Exempt: No Yes _____
GST Exemption #

Membership Status:

ASPECT Member: No Yes

Primary Site Location:

_____ # Street # of computers
 Same as above

Please list additional license sites:

_____ # Street # of computers

_____ # Street # of computers

Fee Calculation:

Basic Annual License: \$ _____
Additional Annual Sites: \$ _____
Subtotal: \$ _____
GST: \$ _____
Order Total: \$ _____

Payment Information: *Username and password will be provided upon receipt of completed license agreement and payment

Invoice me Cheque Enclosed VISA MasterCard

Credit Card Number: _____

Expiry date: _____

Name on card: _____

Signature/PIN: _____

License Agreement:

Please note that purchasers must complete a license agreement to finalize the sale. View license agreement at: http://www.aspect.bc.ca/pdf/YMMlicense_agreement.pdf

I have read and agree to the terms of Your Money Matters license agreement (Please)

Your Money Matters LICENSE FEES

ASPECT Members

Agency annual site license for 0-75 computer terminals -
\$395

Additional sites x _____
\$200 / site

Agency annual site license for 75+ computer terminals
\$450

Additional sites x _____
\$250 / site

Non-Members

Agency annual site license for 0-75 computer terminals -
\$550

Additional sites x _____
\$350 / site

Agency annual site license for 75+ computer terminals -
\$650

Additional sites x _____
\$495 / site

[Note: Member denotes a duly registered Member of ASPECT]