

Simply Accounting

Request for Proposal

Direct Enquiries To:

Pauline Tu

Email: Pauline.Tu@sage.com

Date: Monday, March 29, 2010

RETURN ORIGINAL PROPOSAL USING PHYSICAL MEDIA PLACED IN A SEALED ENVELOPE OR VIA EMAIL TO THIS ADDRESS:

Pauline Tu
Sage Software Canada Ltd.
13888 Wireless Way, Suite 120
Richmond, BC V6V 0A3
Email: pauline.tu@sage.com

RETURN YOUR PHYSICAL PROPOSAL BEFORE:

4:00pm PST

Friday, April 30, 2010

INSTRUCTIONS:

Please answer the questions for the services listed below subject to Terms and Conditions herein, Canadian Customs Duties and Excise Tax included where applicable.

PURPOSE:

Sage Software Canada Ltd. ("Sage Canada") is searching for an Agency of Record (AOR) who will facilitate the ongoing strategy and marketing in connection with its Simply Accounting by Sage product and its mandate to provide business management software and services to small and midsized businesses and to assist with ongoing strategy for the French-Canadian marketplace.

The undersigned Bidder understands and agrees that (i) this document is an inquiry only and that no contractual obligation exists until acceptance in whole or in part of a Bidder's offer by Sage Canada, and (ii) it has read and understood the contents of this document. By signing below, the Bidder agrees that it will comply with all Terms and Conditions indicated herein. In the event of being notified by Sage Canada of the acceptance of its proposal for one or more of the article or materials and/or services tendered for, the Bidder agrees to consider this proposal binding as a formal contract and will execute such other contractual documents as may be required by Sage Canada.

BIDDER'S SIGNATURE _____ TEL _____

NAME (PLEASE PRINT) _____ DATE _____

Confidentiality Notice

All recipients of this Request for Proposal ("RFP") must treat this RFP as confidential information under the terms of the Non Disclosure Agreement ("NDA") between Sage Software Canada Ltd. and each recipient and must not disclose it to any party other than the recipient's employees on a need to know basis or other individuals authorized under the NDA. If the recipient does not agree with these provisions, then this RFP shall be immediately returned to Sage Software Canada Ltd.



Simply Accounting

Table of Contents

COMPANY BACKGROUND	3
About Sage North America	3
About Simply Accounting by Sage	3
SECTION 1 - PREFACE – INFORMATION TO BIDDERS	5
RECEIPT OF PROPOSALS	5
FORM OF PROPOSALS	5
EVALUATION OF PROPOSALS	5
ACCEPTANCE OR REJECTION OF PROPOSALS	5
COMPLIANCE TO REQUIREMENTS	5
PERIOD OF VALIDITY OF RESPONSE	5
FRAUD OR BRIBERY	5
TERMS AND CONDITIONS	6
REQUEST FOR INFORMATION	6
SIMPLY ACCOUNTING CONTACTS	6
PRIOR INFORMATION	6
SECTION 2 - CONTRACT TERMS AND CONDITIONS	6
REQUIREMENT	6
TIME IS OF THE ESSENCE	6
TAXES	6
BASIS OF PAYMENT	6
LIMITATION OF EXPENDITURE	6
TRAVEL/EXPENSE PROVISION	7
METHOD OF PAYMENT	7
CANCELLATION OF CONTRACT	7
SECURITY REQUIREMENTS	8
CONFIDENTIALITY	8
ASSIGNMENT OF CONTRACT	8
NO IMPLIED OBLIGATIONS	8
PERFORMANCE	8
CONFLICT OF INTEREST	8
INDEPENDENT SUPPLIER	8
PUBLIC CEREMONY AND/OR ADVERTISING	8
GOVERNING LAWS	9
INDEMNIFICATION	9
AMENDMENTS TO CONTRACT	9
PROPRIETARY RIGHTS	9
PRESENTATION	9
NOTICES TO Sage Canada	9
STATUS OF CAPACITY	9
PURPOSE	9
SCOPE OF WORK	10
Section 3 - STATEMENT OF RFP REQUIREMENTS	10
REQUIREMENTS	10
Section 4 – EVALUATION CRITERIA	11

Simply Accounting

COMPANY BACKGROUND

About Sage North America

Sage North America is part of The Sage Group plc, a leading global supplier of business management software and services with 6.1 million customers and over 13,400 employees worldwide. For more than 30 years, Sage has assisted small and mid-sized businesses with a wide range of business management applications and services. At Sage, we live and breathe business every day. We are passionate about helping our customers achieve their ambitions. Our range of business software and services is continually evolving as we innovate to answer our customers' needs. Our solutions support accounting, operations, customer relationship management, human resources, merchant services, specialized industry needs, and more.

Through our global reach, we have built our success on understanding and meeting the needs of customers in their local markets. Our products and services are developed and supported locally. This ensures we provide a choice of high quality products and services which are relevant to our customers, use the most appropriate technology, and are supported by local experts.

Sage North America primarily serves small companies with 25 or fewer employees, and medium sized companies with up to 500 or more employees. Revenues of these companies are typically from \$5 million to \$100 million annually. In serving these companies, Sage North America encompasses the following divisions and brands, organized by customer focus:

- Sage Business Solutions: Sage Business Solutions serves small and medium-sized businesses with core business management applications for accounting, enterprise resource management, customer relationship management, and serves the industry specific needs of the construction, real estate, and nonprofit industries as well as the employer-focused needs of small and medium-sized businesses (SMBs).
- Sage Payment Solutions: Sage Payment Solutions provides merchant services for retail, business-to-business, and e-commerce businesses in processing customer transactions through credit cards, debit cards, and checks.
- Sage Healthcare Division: Sage Healthcare Division serves the business automation needs of medical practices with Integrated Electronic Health Records, EDI applications, and management systems including Intergy by Sage EHR.

From small start-ups to larger organizations, we make it easier for companies to manage their business processes. Our purpose is to help our customers run their businesses more effectively, helping them to gain greater insight into their business activities and providing them with lasting benefits.

For more information please visit: www.sagenorthamerica.com

About Simply Accounting by Sage

Simply Accounting is the #1 choice of Canadian small businesses and accountants¹, used by more than 500,000 Canadian businesses. Developed in Sage's global research and development centre in Richmond, B.C., the fully bilingual Simply Accounting is known for its easy to learn, easy to use approach to accounting while providing the most comprehensive features that small businesses require – from start-up through to maturity. Simply Accounting is supported by a highly trained team of customer service specialists in our Richmond, B.C. centre, and by 10,000 consultant partners located in communities across Canada who help thousands of companies daily to manage their business more effectively with Simply Accounting.

For more than 20 years, Simply Accounting has lived up to its name by providing simple to use award winning features for Canadian small office/home office users, coupled with world class customer support and training to help them better manage their day-to-day operations.

The Canadian version of Simply Accounting is bilingual product (English/French). Customers choose the language they want at installation; customer can also switch languages from within the product. This allows Simply Accounting customers to send invoices, reports, receipts, etc. to their customer in English or French.



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This is especially useful for companies doing business with French-speaking clientele, and for French-speaking companies with clients in English Canada.

For more information please visit: www.simplyaccounting.com

1 – Based on independent surveys of 312 Canadian businesses with 1-99 employees and 401 accountants who work with small business clients, conducted in Canada in June 2009.

RECEIPT OF PROPOSALS

Proposals must be submitted via email or physical media and addressed to:

Pauline Tu
Sage Software Canada Ltd.
13888 Wireless Way, Suite 120
Richmond, BC V6V 0A3
Email: pauline.tu@sage.com

FORM OF PROPOSALS

All proposals must be signed by a duly authorized officer and include the Bidder's complete business address.

The proposal must be in narrative form and should demonstrate complete compliance with each element of the requirements as enumerated in this Request for Proposal.

EVALUATION OF PROPOSALS

An Evaluation Team has been assembled to review the proposals, to assess their strengths, and to select from the compliant Bidders two firms which will be considered for a contract.

The two finalists will be assigned a project and given a specified interval to submit their final solution.

While price is a factor in the selection of the successful Bidder, other criteria are weighted and will be evaluated accordingly.

ACCEPTANCE OR REJECTION OF PROPOSALS

Sage Canada reserves the right to reject or to accept any, all or part of any proposal at its discretion and modify, cancel or re-issue the Request for Proposal at any time. Sage Canada may also require further written or verbal clarification of submitted written proposals.

Proposals which are received after the stipulated closing date and time will not be accepted.

COMPLIANCE TO REQUIREMENTS

It is understood and accepted by the Bidders that all decisions on whether the "proposal" meets (or to what degree it meets) the stated requirements are decisions within the judgment of the Evaluation Team.

After the close of the bid period, Sage Canada's interpretation of all terms and conditions of the Request for Proposal, specification and any written clarification given shall prevail.

PERIOD OF VALIDITY OF RESPONSE

Proposals must remain open for acceptance by Sage Canada for a period of not less than ninety (90) working day(s) from the closing date indicated on page one (1).

FRAUD OR BRIBERY

It is the responsibility of the Bidder to ensure that no representative of the Bidder will extend entertainment, gifts, gratuities, discounts or special services regardless of value to Members, employees

Simply Accounting

of Members or any employees of Sage Canada or its affiliated companies. The Bidder has the responsibility to report to Sage Canada any attempts by Members, employees of Members and employees of Sage Canada to obtain such factors.

TERMS AND CONDITIONS

Any contract resulting from this Request for Proposal will be subject to the Terms and Conditions included in Section A.

REQUEST FOR INFORMATION

Enquiries concerning this Request for Proposal must be directed via email to:

Pauline Tu
Email: Pauline.Tu@sage.com

Mutually agreeable times for telephone interview may be arranged for any bidders in this manner.

SIMPLY ACCOUNTING CONTACTS

Bidders are prohibited from contacting any employee of Sage Canada. Pauline Tu is to be the sole point of contact for this Request for Proposal. Failure to comply with this directive may result in the rejection of the bid or proposal.

PRIOR INFORMATION

Bidders are advised that any information given or documentation submitted prior to this competitive process will not be taken into consideration, and if relevant should be resubmitted.

SECTION 2 - CONTRACT TERMS AND CONDITIONS

REQUIREMENT

The Supplier shall, using the methodology in its proposal, provide the services and goods required to meet the requirements set out in Section B, all as specified.

TIME IS OF THE ESSENCE

The work must be performed within or at the time stated in the contract.

TAXES

Taxes are not included in the firm price. All taxes, to the extent applicable, are to be shown separately on all invoices. The Supplier's GST registration number must appear on invoices when GST is being charged. The Supplier agrees to bill, collect and remit to the appropriate Canada Revenue Agency any taxes received from Sage Canada.

BASIS OF PAYMENT

For the successful provision of the goods and services detailed herein, the Supplier shall be paid a negotiated mutually agreeable, contractual firm price.

LIMITATION OF EXPENDITURE

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No increase in the total price of the goods and services resulting from any design changes, modifications or interpretation of specifications, will be authorized or paid to the Supplier, unless such design changes, modifications or interpretations of specifications have been approved by Sage Canada in writing prior to their incorporation in the work.

TRAVEL/EXPENSE PROVISION

The cost of the travel, accommodation and meals incurred by the Supplier are for the Supplier's account and will not be paid by Sage Canada unless pre-approved by the appointed representative of Sage Canada.

METHOD OF PAYMENT

1. Subject to the approval of the Sage Canada appropriate authority, payment by Sage Canada for supplies and/or services will be made within thirty (30) days following the date on which suppliers and/or services have been received in accordance with the terms and conditions of the contract or within thirty (30) days following the date on which an invoice has been received by Sage Canada, along with the substantiating documentation, whichever date is the latter.
2. Final payment will not be made until all deliverables have been submitted and judged satisfactory by Sage Canada.
3. All invoices must indicate the applicable Purchase Order number (if requested by Sage Canada) and are to be submitted in to the following address:

Sage Software Canada Ltd.
13888 Wireless Way, Suite 120
Richmond, BC V6V 0A3
ATTENTION: Pauline Tu

CANCELLATION OF CONTRACT

1. The contract may be terminated at any time and for any reason by Sage Canada upon ten (10) working days written notice.
2. The contract may be terminated in writing at the discretion of Sage Canada, without prior notice, if the Supplier is for any reason unable to provide the goods/services required under the contract.
3. The contract may be terminated at the discretion of Sage Canada, if during the term of the contract the property, goods, or effects of any party thereof the Supplier are at any time seized or taken in execution or by attachment, or if the Supplier makes an unauthorized assignment or becomes bankrupt or insolvent.
4. Upon the termination of the contract prior to the expiry date, the Supplier shall be entitled to be paid an amount that, by mutual agreement of both parties, is equal to the work performed by the Supplier for Sage Canada to the date of termination, less any amounts that have been previously been paid to the Supplier.
5. In the event of termination, the Supplier must forthwith give to Sage Canada all completed work and work-in-progress, including all software, data, programs, systems documentation, research, reports, papers, materials and other information relating to the completed work and work-in-progress.

SECURITY REQUIREMENTS

1. Where it is determined by Sage Canada that the Supplier or an employee of the Supplier will have access to Sage Canada's premises, or to sensitive information or valuable assets, in the execution of this contract, prior to the commencement of work Sage Canada may carry out a criminal records name check for any person who has such access.
2. No criminal records name check will be carried out without the consent of the person affected. Where consent is refused, Sage Canada reserves the right to determine that this person will not participate in any way in the execution of this contract.

CONFIDENTIALITY

Any information relating to the affairs of Sage Canada or its employees, and Members or their employees, to which the Supplier or any officer or servant of the Supplier becomes privy as a result of the work to be done under the contract must be treated as confidential during and after the performance of the services.

ASSIGNMENT OF CONTRACT

The contract may not be assigned, sub-contracted or transferred in any manner by the Supplier without the prior written consent of Sage Canada and any assignment, sub-contract, or transfer, made without that consent is void and of no effect.

NO IMPLIED OBLIGATIONS

No implied obligations of any kind by or on behalf of Sage Canada shall arise from anything in the contract, and the express covenants and agreements herein contained and made by Sage Canada are and shall be the only covenants and agreements upon which any rights against Sage Canada are to be founded; and, without limiting the generality of the foregoing, the contract supersedes all communications, negotiations and prior arrangements, either written or oral, relating to the work and made prior to the execution date of the contract.

PERFORMANCE

The Supplier must report the performance under the contract to Sage Canada in whatever format and frequency Sage Canada may require.

CONFLICT OF INTEREST

No Member of Sage Canada or anyone receiving a salary as an employee or contractor of Sage Canada shall be admitted to any share or part of the contract or to any benefit arising there from.

INDEPENDENT SUPPLIER

It is the intention of the parties that the contract is for the performance of services and/or the provision of goods and the Supplier is engaged as an independent Supplier providing services or goods to Sage Canada, and that neither the Supplier nor his/her employees, agents or representatives are engaged as Sage Canada employees, are not subject to the terms and condition of employment applicable to Sage Canada employees.

PUBLIC CEREMONY AND/OR ADVERTISING

The Supplier agrees not to use the name of Sage Canada, or any reference to Sage Canada in any manner of advertising without Sage Canada's prior consent.

The contract shall, for all purposes, be governed by and construed in accordance with the laws of the Province of British Columbia.

INDEMNIFICATION

The Supplier hereby undertakes to save harmless and agrees to indemnify Sage Canada and its employees, contractors and Member of Sage Canada and their employees against any liability whatsoever (including any claims, demands, losses, damages, costs, charges and expenses) that is incurred by Sage Canada and its employees as a director or indirect result of the conduct of the Supplier, his agents, employees, representatives, or anyone acting on his behalf in the provision of the goods and services under this contract.

AMENDMENTS TO CONTRACT

Neither change nor modification of the contract shall be valid unless it is in writing and signed by each party hereto. All proposed changes or modifications to the contract must be submitted to Sage Canada. All changes to the contract must be signed by Sage Canada.

PROPRIETARY RIGHTS

All software, data, programs, system documents, research, reports, papers, material and information owned by the Supplier and used in the performance of the services under this contract are, and will remain, the property of the Supplier, unless otherwise agreed by both parties. All software, data, programs, system documents, research reports, papers, material, information, trademarks, patents, copyrights and industrial designs arising out of the performance of the Supplier and paid for by Sage Canada under this contract are the property of Sage Canada and neither the Supplier nor any officer, employee, representative, or agent of the Supplier shall divulge, release, or publish anything related to the performance under this contract without first obtaining the written permission of Sage Canada.

PRESENTATION

The Supplier and Sage Canada share each appoint a representative to mutually discuss any problems arising pursuant to the provisions of the contract. The representative so appointed by Sage Canada shall be Pauline Tu with regards to this Request for Proposal and the development and negotiation of the initial contract.

NOTICES TO Sage Canada

All notices to Sage Canada, including a change in address, must be provided to Sage Canada via email to Pauline.tu@sage.com.

STATUS OF CAPACITY

The Supplier has represented and does hereby warrant that it has the personnel, experience, qualifications, equipment, facilities and all other skills and resources necessary to provide the goods and services to Sage Canada required herein and to do so in an efficient and timely manor.

PURPOSE

Sage Canada is requesting proposals to establish a contract with an Agency of Record (AOR) who will facilitate the research, strategy and marketing of Sage Canada in the French marketplace in Canada and to assist with the ongoing strategy and definition of take to market campaigns. The contract, as detailed

herein, will be for a period of one (1) year with the option of extending for a one (1) year period, subject to the mutual consent of both parties.

SCOPE OF WORK

1. Start-up
During the initial stage of the relationship, the winning agency will be required to provide 160 equivalent hours per month of support.
2. On-going
The agency awarded the contract will be responsible primarily for collaborating with Sage Canada in creating and evolving the organization's market and take to market strategy for the French market, which will require approximately 40 equivalent hours per month ongoing. The agency awarded the contract may also be asked to perform work for other business units from Sage. These services will be on a project-by-project basis and subject to the acceptance of the agency of the proposed fees offered by Sage or Sage Canada for each service. Refusal by the agency to accept or conduct any service for Sage shall not constitute a breach of the contract, as discussed in the Request for Proposal.
3. Exclusions
The agency selected will not be required to perform tactical execution (e.g., media buying, printing, sourcing of suppliers). The agency selected may choose to submit proposals for these services.

Section 3 - STATEMENT OF RFP REQUIREMENTS

This RFP covers the following set of requirements. The two successful respondents will be asked to complete in a head-to-head competition in a final project, which will be described at a future date.

REQUIREMENTS

1. Provide a brief overview of your agency, highlighting areas of expertise and experience. Include in the narrative:
 - a. Brief description of your company
 - b. Number of years in business
 - c. Available business services: strategy, creative, production, PR, packaging, media buying, branding, web development, TGIF, multi-media, adaptation, translation, and research
 - d. Location(s)
 - e. Number of employees
 - f. List (names) and subcontractors proposed (if applicable), with biographies
2. Provide a brief description of what you would describe as the "working-style" of the agency and its culture.
3. What makes your agency unique or different?
4. Why would Sage Canada be a good partner for your agency?
5. Briefly describe any experience the agency has with branding or rebranding.

6. Briefly describe any experience the agency has with French cultural strategy / adaptations, and campaigns.
7. Describe any (Canadian) campaigns that are national but have different creative for French and English markets.
8. Briefly describe any experience the agency has with any level of high-tech or software organization or program.
9. Briefly describe any experience the agency has with corporate and / or Government organizations.
10. Please tell us about a situation that did not turn out as expected or planned for the agency, the client or both.
11. Does the agency consider itself knowledgeable of the business, social, economic environments of Canada? If yes, please describe why or how.
12. Briefly describe how client service might be handled by the agency in its relationship with Sage Canada.
13. Bidders must demonstrate its experience and ability to meet client needs based on previous projects. Describe or submit a very brief overviews of two (2) projects that contain, at a minimum, the following of each project:
 - a. Title of project
 - b. Name of the client
 - c. Description of work
 - d. Date of start and completion (if applicable) of the project
 - e. Name, address and valid telephone number of one (1) reference for each project.

Section 4 – EVALUATION CRITERIA

While price is a factor in the selection of the successful Bidder, other criteria will be evaluated accordingly.

The following identifies the criteria that will be used to evaluate the proposals received.

Description of Requirement	Weighted %
Information to Bidders	
Bidder's proposals must be delivered to Sage Canada via email or physical media no later than 4:00pm PST, Friday, April 30, 2010	2 or DQ
Overview of agency	2
Working style and culture	10
Uniqueness or different	10
Ability to partner	6
Experience with branding / rebranding	2
Experience with French strategy and campaigns	10
National campaigns with different creative for French and English markets.	5
Experience in high-tech or software	5
Experience with corporate / government	4
A situation that did not turn-out	2
Knowledge of Canadian marketplace	2
Client service provided	10
Demonstrated experience based on 2 projects	30

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") effective as of _____ is entered into and made in between Sage Software Canada, Ltd., an Ontario Corporation with offices at 13888 Wireless Way, Suite 120, Richmond, B.C., Canada, including its affiliated companies ("Sage") and _____ ("Recipient"), whose address is indicated below. In consideration of Sage providing Recipient access to Confidential Information (as defined below) for the sole purpose of _____ (the "Purpose"), Recipient agrees as follows:

1. Confidential Information. Sage has disclosed or may disclose to Recipient information relating to Sage's business, including, without limitation, drawings, designs, specifications, data, manuals, know-how, formulas, computer software, algorithms, data structures, scripts, application programming interfaces, protocols, processes, ideas, inventions (whether patentable or not), patents, patent applications, trade secrets, schematics and other technical, business, personnel, financial, customer, vendor and product development plans, forecasts, strategies and information, and may disclose information specifically described in an attached Confidential Information Transmittal Record ("CITR"), incorporated by reference herein, all of which to the extent previously, presently or subsequently disclosed to Recipient is hereby defined as "Confidential Information." Confidential Information does not include information that Recipient can document (a) is or becomes (through no improper action or inaction of Recipient or its Representatives) generally known by the public, (b) was in its possession or known by it without restriction prior to receipt from Sage or (c) becomes available to Recipient on a non-confidential basis from a source other than Sage or its Representatives. ("Representatives," when used with respect to either party, means, as the case may be, that party's affiliates, agents, officers, directors, consultants and employees).

2. Non-Use and Non-Disclosure. Recipient agrees (i) to hold Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Recipient employs with respect to its most confidential materials), (ii) not to make any use whatsoever at any time of such Confidential Information, except for the Purpose, (iii) not to copy any Confidential Information for any purpose whatsoever without written permission from Sage, (iv) not to reverse engineer, decompile or disassemble any Confidential Information, and (v) not to divulge any Confidential Information or any information derived therefrom to any third party or employee, except those of Recipient's employees, officers and directors who have a legitimate "need to know" and are bound in writing to the restrictions herein. Notwithstanding the above, in no event shall Recipient divulge any Confidential Information or any information derived there from to any of its Representatives working with or on competitive products or relationships. Recipient agrees and will direct its employees, officers and directors who have been exposed to Confidential Information not to disclose to any person, without Sage's prior written consent, the fact that (i) the Confidential Information is being made available to Recipient or (ii) any facts respecting the Purpose for which the Confidential Information is being provided. Recipient will be responsible for a breach of this Agreement by any of its Representatives. Recipient shall promptly notify Sage upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, and will cooperate with Sage in every reasonable way to help regain possession of such Confidential Information and prevent its future unauthorized use.

3. Court Ordered Disclosure. Recipient may disclose such parts of Confidential Information as may be required by law or court order; provided, that Recipient (i) provides Sage prompt written notice of same, (ii) uses diligent efforts to limit disclosure and obtain confidential treatment or a protective order, and (iii) allows Sage to participate in the proceeding.

4. Return of Information and Term. Immediately upon (i) the decision by either party not to enter into the contemplated relationship or transaction or (ii) a request by Sage at any time, Recipient will turn over to Sage all manifestations of the Confidential Information, and all documents or media containing Confidential Information and any and all copies or extracts thereof. The term of this Agreement shall commence on the Effective Date and shall expire six (6) months thereafter. Notwithstanding the expiration of this Agreement, for a period of five (5) years following the date of first disclosure of Confidential Information by Sage to Recipient, Recipient shall (i) refrain from disclosing and/or distributing any Confidential Information to any third parties, except as expressly provided under this Agreement; and (ii) take security precautions, as least as great as the precautions it takes to protect its own confidential and proprietary information to keep the Confidential Information secret and confidential.

5. No Obligation. No License. Nothing herein shall obligate either party to proceed with any transaction between them. This Agreement does not grant any rights to Recipient under any patent, copyright or other

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intellectual property right of Sage, or in the Confidential Information, other than the right to view the information for the purpose described herein. Sage retains all rights in the Confidential Information.

6. No Warranty. THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Sage AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF PERFORMANCE, OF ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, OF LACK OF NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), OF LACK OF WORKMANLIKE EFFORT, OF TITLE, OF NON-INFRINGEMENT, OF QUIET ENJOYMENT OR QUIET POSSESSION, OR OF CORRESPONDENCE TO DESCRIPTION WITH RESPECT TO THE CONFIDENTIAL INFORMATION. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, IF ANY, REMAINS WITH RECIPIENT.

7. Remedy. Recipient acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial harm to Sage for which damages would not be a fully adequate remedy, and, therefore, in the event of any such breach, in addition to other available remedies, Sage shall have the right to obtain injunctive relief (without being required to post any bond or other security).

8. Export Restriction. Recipient acknowledges its obligation to control access to technical data under the U.S. Export Laws and Regulations and agrees to adhere to such laws and regulations with regard to any technical data received under this Agreement.

9. Notices. Notices hereunder will be effective only if in writing and upon receipt, or three (3) days after deposit in the mail, first-class postage prepaid, addressed to the parties at the following addresses:

If to Sage:

Sage Software, Inc.
15195 NW Greenbrier Pkwy.
Beaverton, OR 97006 USA
Attention: Legal Department

If to Recipient:

10. Assignment. The parties agree that the obligations of confidentiality arising out of this Agreement shall be binding upon and inure to the benefit of Recipient's successors or assigns. Moreover, the parties specifically agree that in the event of a change of control of Recipient, Recipient's obligations of confidentiality hereunder remain binding upon Recipient, and Confidential Information may not be disclosed to Recipient's new affiliates or parent without Sage's prior express written consent.

11. General. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, Canada without regard to the conflicts of law provisions thereof. Recipient further irrevocably consents to the service of process against it in any action or proceeding by the delivery of a copy of such process to Recipient at the address set forth herein. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be signed in counterparts and via facsimile, each of which will be deemed an original and all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Sage Software Canada, Ltd.

"Recipient"

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Address: _____

Date: _____

