

OMNI TECHNOLOGY SOLUTIONS, INC. RIVA SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY INSTALLING RIVA, YOU INDICATE YOUR ACCEPTANCE OF THE RIVA LICENCE AGREEMENT INCLUDING THE LIMITED WARRANTY AND DISCLAIMERS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, DO NOT INSTALL RIVA.

This Agreement constitutes a non-exclusive license for you, the End-user, to use the RIVA product consisting of a computer program downloaded from a web site or delivered in a physical medium and related documentation (called the "Software"). The Software is licensed, not sold, to you use under the terms and conditions of this Agreement. You own the media on which the Software is recorded, but not the Software itself which remains the property of OMNI.

The Software is an original work and protected by copyright laws protecting the author's moral and artistic rights and intellectual property. OMNI reserves all rights to any reproduction of the Software including its documentation, logos, trademarks, icons and interface in whole or in part.

THE LICENSE

- Licensing is per seat or user account being managed or synchronised with RIVA. You are licensed for the number of seats you have purchased for the specific combined target and source applications. You may use the Software on multiple computers if required to satisfy your deployment needs. You are expressly prohibited from diffusing or commercializing the Software either alone or as part of another product.
- You may make as many copies of the Software in machine readable form as a back-up as required. You may not copy the written materials accompanying the Software.
- You are expressly prohibited from transferring the Software and any rights associated to it under this license to another party.

RESTRICTIONS

- You may not sell, distribute, cede, sublicense, rent or lease or otherwise transfer or assign the right to use the Software nor transfer it by network for commercial use, either in whole or in part, without a specific license from OMNI to do so.
- You are expressly prohibited from decompiling, disassembling, reverse engineering, or reducing the Software (code or protection device) to a humanly perceivable form for any purposes whatsoever.
- You are expressly prohibited from adapting, translating or creating any derivative works based in whole or in part on the Software.

TERMINATION

- This Agreement remains in effect until it is terminated. You may terminate the Agreement at any time by destroying the Software and all copies of it. OMNI may terminate the Agreement without notice following breach of any part of the Agreement. Upon

termination, you must destroy the Software and all copies of it. Under no circumstances will OMNI be liable for reimbursing the price of the Software or any other damages.

LIMITED WARRANTY

- OMNI warrants that any physical medium on which the software is delivered will be free from defects for a period of 90 days from the original date of purchase as indicated by your purchase receipt. This limited warranty is void if the failure of the physical medium in any way resulted from accident, abuse, theft or loss.
- The limited warranty period is from the FIRST purchase date.
- If within the warranty period your physical medium proves defective, OMNI's entire liability and your exclusive remedy shall be, at OMNI's option, to a) repair or replace the defective physical medium free of charge provided that it is returned to OMNI along with a proof of purchase, or b) refund the price paid for the license. Any replacement program will be warranted for 90 days from the date of receipt.
- Although OMNI has tested the Software, the Software is sold "AS IS," without any warranty; expressed or implied, as to its conformity to or fitness for any particular purpose, or that the Software will perform uninterrupted and without errors. OMNI disclaims all other warranties, expressed or implied, including warranties of merchantability, fitness for a particular purpose, quality, completeness, or precision of the Software's functions.
- No advice or information given by OMNI employees, its distributors, resellers, agents, or consultants shall constitute a warranty by OMNI or extend the warranty in this Agreement.
- In no event shall OMNI be liable for any damages whatsoever, including but not limited to damages for lost income, business interruption, loss of business information, or other pecuniary loss, arising from the use or misuse of the Software, even if OMNI or its employees, resellers, or agents have been advised of the possibility of such damages.

SUPPORT AND UPGRADE CONDITIONS

- There are two types of licensing agreements: Perpetual or Subscription.
- For software that is licensed under a Perpetual Licensing Agreement, there is no expiry date to the functioning of the Software. A Perpetual Licensing Agreement includes 30 days of software upgrades and technical support from the FIRST purchase date. This support includes upgrades to new releases and versions of RIVA, access to our web-based support forums, e-mail and phone call support. Phone support is available between 9:00 a.m. and 5:00 p.m. Monday to Friday (except on Canadian statutory holidays). Support does not include technical support for anything other than RIVA configuration, installation and troubleshooting. Related professional services are available under contract. OMNI shall choose, at its sole discretion, when and whether to update RIVA to support new or updated versions of the source and target applications. Upgrading the source or target application to an unsupported version voids the software licence and related warranty. After the first 30 days, unless otherwise covered under a separate

OMNI Software Upgrade and Support Contract, this Agreement DOES NOT give you the right to any additional technical support for, or upgrades to, the Software which OMNI may offer from time to time. OMNI may, at its sole discretion and as part of its sales policy, make such technical support and upgrades available to registered users of the Software under terms to be determined from time to time by OMNI.

- For software that is licensed under a Subscription Licensing Agreement, the Software will cease to function 365 days after the FIRST purchase. A Subscription Licensing Agreement includes upgrades to new releases and versions of RIVA, access to our web-based support forums, e-mail and phone call support for a period of 365 days from the FIRST purchase date. Phone support is available between 9:00 a.m. and 5:00 p.m. Monday to Friday (except on Canadian statutory holidays). 7 x 24 x 365 support is available under a separate support option. Support does not include technical support for anything other than RIVA configuration, installation and troubleshooting. Related professional services are available under contract. OMNI shall choose, at its sole discretion, when and whether to update RIVA to support new or updated versions of the source and target applications. Upgrading the source or target application to an unsupported version voids the software licence and related warranty. OMNI may, at its option and as part of its sales policy, make such technical support and upgrades available to registered users of the Software under terms to be determined from time to time by OMNI

GENERAL CONDITIONS

- This Agreement constitutes the full, complete, and exclusive agreement between you and OMNI concerning the Software and supersedes all prior agreements and understandings, either written or oral.
- If any part or provision of this Agreement is found to be contrary to law by a competent jurisdiction, that part or provision shall be enforced to the maximum extent allowed, and the remaining Agreement shall remain in full force and effect.

This Agreement is governed by the laws of Canada and the Province of Alberta. Any disputes arising from this Agreement, including those disputes relating to the validity, interpretation or termination of the Agreement shall be exclusively and finally settled by a decision of the Court of Queen's Bench of the Province of Alberta. The place of jurisdiction is Edmonton, Alberta, Canada.

INQUIRIES

- All inquiries regarding this Agreement should be directed to:
Omni Technology Solutions Inc.
1200, Bell Tower
10104-103 Avenue
Edmonton, Alberta
Canada T5J 0H8