

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 06-035

BEING A BY-LAW FOR THE SUPPLY AND DELIVERY OF TICKETING SYSTEM SOFTWARE FOR THE PETERBOROUGH MEMORIAL CENTRE

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Corporation of the City of Peterborough approve the supply and delivery of automated ticketing system software from Audience View Software Corporation, 36 Toronto Street, Suite 800, Toronto, Ontario M5C 2C5 in the amount of \$163,750 plus GST of \$11,462.50 and PST of \$11,420
2. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Audience View Software Corporation, 36 Toronto Street, Suite 800, Toronto, Ontario, M5C 2C5 in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 20th day of March, 2006.

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, Clerk

February 4, 2006

Ms. Nancy Wright-Laking
City Clerk
City of Peterborough
500 George St. North
Peterborough, Ontario CANADA
K9H 3R9

Dear Mrs. Wright-Laking:

Re: AudienceView License and Services Agreement

This letter is intended to constitute a binding letter agreement (the “Agreement”) between AudienceView Software Corporation (“AudienceView”) and The City of Peterborough (“Customer”), pertaining to the licensing of AudienceView’s ticketing and customer relationship management software (the “Software”) to Customer so that Customer can offer/conduct ticketing and related services in respect of (i) events held at the Peterborough Memorial Centre (the “Memorial Centre Venue”), (ii) other organizations, events or venues within the physical boundaries of Ontario, provided that cumulative annual Transactions conducted pursuant to this subparagraph may not exceed 30,000, and (iii) such other organizations, events or venues to which AudienceView may consent from time to time in its sole discretion ((ii) and (iii) being the “Third Party Venues”, with the Memorial Centre Venues and Third Party Venues collectively referred to as the “Authorized Venues”).

The following terms and conditions will apply to and govern the relationship:

Software Ownership and License

1. AudienceView will provide a perpetual, non-exclusive, non-transferable and non-sublicenseable license in the Software to Customer so that Customer can utilize the Software in respect of events taking place at the Authorized Venues (the “License”). Unless otherwise specified in a future Statement of Work, the terms of License, including without limitation the intellectual property ownership on the part of AudienceView described in Section 2 below and the requirement to be in good standing with respect to Support Services to continue to receive any applicable updates and upgrades to the Software, will also apply to future

software developments, customizations and other work product provided by AudienceView to Customer.

2. The License will be limited in nature according to the terms of this Agreement or as otherwise agreed by the parties, and Customer agrees that it obtains no other rights in the Software, including but not limited to the right to copy (other than for backup purposes and subject to the obligation to include any applicable copyright notices on such backup copy or copies), modify, reverse engineer, sell, lease, transfer, rent, distribute or otherwise share on a service bureau basis, the Software, any associated training materials, or any other property, information or processes that are confidential or proprietary to AudienceView. These rights, together with all right, title and interest in the copyright, patents, trademarks and other intellectual property associated with the Software, Professional Services (as described below) and any other proprietary or confidential information provided by AudienceView pursuant to this Agreement, including any and all future developments with respect to the Software or other future software elements developed for Customer by AudienceView, will remain at all times with AudienceView or the original owner of such rights, as applicable.
3. Customer will enter into sublicense and other related contractual agreements with: (i) Third Party Venues; and (ii) any other agents/third party users which may be reasonably approved from time to time by AudienceView (“Approved Agents”), with respect to their license to use, access or otherwise benefit from the Software, as applicable, which terms will reflect the applicable terms, conditions, restrictions and requirements in this Agreement in an equally protective manner for AudienceView, including but not limited to restrictions on further sublicensing, access, intellectual property and confidentiality, and in any event, Customer will be responsible for all acts or omissions of any such sublicensees, Third Party Venues and Approved Agents as if such acts or omissions were those of Customer under the terms of this Agreement. For greater certainty, Customer will remain fully liable to AudienceView for all charges due regardless of unauthorized or fraudulent use of the Software, bad debts or amounts otherwise uncollectible from the Authorized Venues or any other third party. The relationship between AudienceView and Customer is that of independent contractors, and there is no agency, partnership, joint understanding or joint venture agreement or arrangement between the parties to this Agreement.
4. Customer covenants to maintain accurate, complete and distinct records in connection with the number of Transactions (as defined below) conducted by it at the Authorized Venues, and further agrees that AudienceView will have a reasonable right to audit such records for the purposes of verifying applicable Transaction/license fees.

Software Installation and Operating Environment

5. AudienceView will determine the minimum requirements for the associated hardware, software platform, operating systems and networking environment (the "Platform"), for which Customer will be responsible to procure, establish and maintain at its own cost in association with the Software and the hosting of the Software and related databases, and which will be attached to this Agreement in the form of Schedule B, which will be updated by AudienceView from time to time in connection with updates, upgrades, customizations, modifications or enhancements. Customer's responsibilities also include: (a) providing its own merchant identifications, banking arrangements and SSL certificate; (b) establishing and paying for its own payment gateway relationship; (c) its own web site development and hosting; and (d) all other customer relations, fulfillment and obligations. Customer acknowledges and agrees that a failure of Customer to comply with this provision will represent a material breach of this Agreement and may, to the extent applicable, negate any performance warranties and Support obligations on the part of AudienceView.

Maintenance/Support, Training and Professional Services

6. During the Term (as defined below), AudienceView will provide customary standard support and maintenance services ("Support" or "Support Services") to Customer in respect of the Software, which is detailed more comprehensively in the Support Schedule appended to this Agreement as Schedule C. Such Support will include 24/7 live voice response to the opening of trouble tickets, with subsequent resolution and escalation to take place by phone, fax and email in accordance with the Support Schedule. Such Support will also include: (i) all Software updates, upgrades and patches; and (ii) escrow of the source code of the Software according to AudienceView's then-existing source code escrow agreement/arrangement, with Customer responsible for any incremental fees associated with its being added as beneficiary under such agreement/arrangement. The installation of Software updates and upgrades may be subject to incremental Professional Services fees. Support Services will continue until the earliest of: (a) the completion or termination of the Term; (b) the cessation by Customer of enrolment in or payment for AudienceView's Support Services; and (c) the cessation by AudienceView of support in respect of the Software version then in use by Customer, provided that AudienceView commits to continuing Support in respect of Software versions that are no more than one release behind the then-current version.

7. AudienceView's Support, as per the Support Schedule, does not apply to: (i) any test copy of the Software; (ii) future software elements developed or customized specifically for Customer; (iii) situations where Customer modifies the Software or future developed software; or (iv) situations where a breach by Customer of any other term of this Agreement impacts the ability of AudienceView to provide Support according to the terms of the Support Schedule.
8. AudienceView will perform certain agreed upon implementation, training, data migration and professional services as part of an Initial Statement of Work that will be detailed and attached as Schedule E to this Agreement and priced as stated therein.
9. In addition to the Initial Statement of Work, AudienceView will provide discovery/analysis, installation, implementation, customization, development, configuration, training, support (in addition to the standard Support described in the Support Schedule) and professional services (collectively, "Professional Services"), from time to time as requested by Customer and as reasonably commercially available. Such Professional Services will be provided pursuant to subsequent Statements of Work and priced according to the Professional Services fee rates described below. Professional Services and Support Services may be collectively referred to as "Services".
10. In carrying out any Statement of Work, the parties will work together to establish reasonable acceptance testing benchmarks ("Acceptance Criteria"), which will be deemed to be fulfilled upon the earlier of: (a) the satisfaction of such Acceptance Criteria by the Software or Services, as the case may be and (b) Customer making commercial use of such Software or Services, as the case may be, in an operating environment (either (a) or (b) constituting "Acceptance").

Fees

11. The cost of the License for up to 200,000 Transactions per year (the "Annual Maximum"), will be \$105,000 (the "Upfront License Fee"), payable one half upon execution of this Agreement and one half upon Software Acceptance. For Transactions over the Annual Maximum (prorated for any partial calendar years during the Term), Customer will pay a per Transaction fee of \$0.36 (the "Per Transaction License Fee"), subject to its right, at the commencement of each year of the Term on a prospective basis, to purchase incremental perpetual "license room" (which will be deemed to be an addition to the Upfront License Fee) in the amount of \$30,000 per increment of 50,000 Transactions (to an ultimate maximum of 350,000 Transactions). The Upfront License Fee and the Per Transaction License Fee are collectively referred to as the "License Fee". A "Transaction", as such term may be used in this Agreement, is defined as any processing of a ticket, gift certificate, donation or other discrete service or merchandise by the Software with the exception of a transaction for which no fee is charged or other consideration received by Customer (a "Permissible Comp"),

provided that Permissible Comps become chargeable Transactions if and to the extent that they cumulatively exceed 18% of the total number of chargeable Transactions as at the conclusion of any calendar month during any calendar year.

12. Support Services will be charged at \$21,000 per year for each year of the Initial Term, for up to the Annual Maximum number of Transactions (the "Support Fee"). If Customer elects to purchase incremental perpetual license room as per Section 11 during the Term, the Support Fees will be revised upwards by \$6,000 per 50,000 Transaction increment purchased, on an annual basis. The Support Fee will be due and payable at the commencement of each year of the Term. Support Services fees for additional Transactions purchased by way of a Per Transaction License Fee will be included in such Per Transaction License Fee.
13. The Professional Services fees for the Initial Statement of Work are set out therein. Additional Professional Services will be billable monthly in arrears to Customer at the then-current rate for Professional Services, which is currently \$1,000 per day, and will be detailed in Statements of Work between the parties, as appropriate from time to time.
14. In all cases, AudienceView will also be entitled to recover from Customer its reasonable, documented out of pocket expenses related to its Professional Services and Support Services work, including but not limited to travel, meals and accommodation, as required, and provided that AudienceView will in good faith endeavor to minimize the amount of such costs to the extent incurred.
15. Except as otherwise stated, all fees are expressed in Canadian dollar denominations and are exclusive of all applicable taxes, levies, customs, duties and any like charges and taxes out of the control of AudienceView, whether imposed now or in the future, for which Customer will be responsible.
16. Except as otherwise stated, all fees and payments will be due monthly within 30 days following an invoice from AudienceView. There will be no right of set-off available. Late payments will bear interest at the rate of the lesser of 1.5% per month (18% annually) or the maximum amount permitted by law.

Term and Termination

17. The initial term (the “Initial Term”) of this Agreement in respect of Support will be five (5) years, commencing on Acceptance. Provided that neither party advises the other in writing at least sixty (60) days prior to the conclusion of the Initial Term (or subsequent Renewal Term, as the case may be) that such party intends to terminate the Agreement at the conclusion of such term, the Agreement will renew for additional terms of one (1) year (the “Renewal Term(s)”). The Initial Term and Renewal Term(s) may be collectively referred to as the “Term”. The term of each Professional Services engagement will be dictated by the relevant Statement of Work. Subject to the terms and conditions of this Agreement, the term for the License is perpetual, and the terms, conditions and restrictions related to the License as contained in this Agreement will continue accordingly.
18. Either party will be able to terminate this Agreement, or any Services or licenses under this Agreement, as applicable depending on the nature of the breach or circumstances: (a) upon a material breach by the other party that is not cured within a reasonable period of time following written notice from the non-breaching party; and (b) if the other party becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, has a receiver or receiver and manager appointed with respect to all or any part of its assets, or has bankruptcy or insolvency proceedings instituted by or against it and such proceedings are not removed within 60 days.

Marketing, Public Announcements and Non-Disclosure

19. The parties will mutually agree to any and all press and public announcements involving both parties or their products and services, either directly or indirectly. For greater certainty, this does not impose any requirement on Customer to notify or seek approval from AudienceView in respect of the promotion or sale by Customer of its tickets or related performances. Notwithstanding the foregoing, Customer acknowledges and agrees that part of the consideration being provided to AudienceView is the ability for AudienceView to market its Software citing Customer in presentations, client lists and the like. Customer grants such rights to AudienceView.
20. The parties agree that the Non-Disclosure Agreement attached to this Agreement as Schedule D will apply to exchange of information in negotiating and implementing this Agreement.

Warranties and Liability

21. Subject to the terms of this Agreement, AudienceView warrants for a period of ninety (90) days from Acceptance that the Software, unless modified by Customer, will be free of any material defects and will operate and conform to the specifications in the Documentation (defined the official user guides and manuals for use of the Software and any of its components) in all material respects.
22. Customer's sole remedy in the event of nonconformity with respect to the warranties set out in this Agreement will be: (a) correction of the condition making it non-conforming in accordance with the priority and response terms in the Support Schedule at no cost to Customer; or (b) in the event of defective media, the replacement of the media.
23. Except as otherwise provided in this Agreement, AudienceView disclaims all representations and warranties with respect to the Software, services, developments and their operation and performance, including but not limited to conformance with specifications, fitness for a particular purpose, merchantability, non-interruption or freedom from errors and correctability of errors.
24. Under no circumstances, except for a breach of confidentiality, fees payable under this Agreement, or where Customer breaches the scope of License provided in Sections 1 or 2, will either party be liable to the other, whether in contract, tort or any other legal theory, for any indirect or consequential damages, including without limitation, lost revenues, lost business, lost profits, loss of goodwill, loss of, damage to or corruption of data or punitive damages, even if the party had been advised of the possibility of such damages.
25. In the event that any direct monetary damages are assessed against AudienceView in spite of the limitations in this Agreement, such aggregate liability, other than in respect of death, personal injury or physical damage to property caused by AudienceView's negligence, will not exceed the amount paid for the License or service in question.

General

26. Any delay or failure by either party to perform will be excused if and only to the extent that such delays or failures are caused by occurrences beyond such party's reasonable control, and provided that the party so excused uses all commercial diligence to remove such impediment to perform as soon as possible and keeps the other party advised of its progress in this regard.
27. The relationship between AudienceView and Customer is that of independent contractors, and there is no agency, partnership, joint understanding or joint venture agreement or arrangement between the parties to this Agreement.

28. This Agreement will not be assignable by either party without the prior written consent of other, except where to an Affiliate (as defined in the Non-Disclosure Agreement attached as Schedule D) for internal reorganization purposes and provided that: (i) the assigning party will continue to remain responsible under the Agreement in the event that such Affiliate defaults on its obligations; and (ii) such assignment does not result in Customer receiving Software License or other rights in respect of additional or different venues and/or businesses, as the case may be, compared to that originally contemplated (i.e., the Authorized Venues) under this Agreement. AudienceView may subcontract or assign its obligations to third party subcontractors without prior consent provided that AudienceView remains fully responsible for their performance.
29. Any notice which is required or permitted by this Agreement to be given to either party will be in writing and will be sufficiently given if delivered personally, sent by facsimile transmission or sent by pre-paid registered mail to the addresses listed in the title or such other address as either party may from time to time advise the other party by notice in writing (Attention: President). Any notice or communication given by registered mail will be deemed to have been received on the fifth business day after which it is sent provided that a strike or lockout of postal employees is not then in effect or generally known to be impending. Any notice given by personal delivery will be deemed to be received on the date of delivery. Any facsimile transmission will be deemed to be received on the next business day following confirmed transmission.
30. This Agreement will be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein.
31. No waiver by any party of any default or breach of this Agreement by the other party will be implied by the actions or inactions of either such party; any such waiver must be specified and in writing to be effective. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other subsequent default or breach.
32. This Agreement, including the Schedules, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may be executed in any number of counterparts all of which shall constitute together but one and the same document. All terms and conditions of any purchase order or other like document shall be superseded by the terms and conditions of this Agreement.
33. The headings contained in this Agreement are for convenience only and will have no bearing on the interpretation of this Agreement.
34. In the event of any inconsistency between this Agreement and the Schedules, the terms of this Agreement will govern.

If you are in agreement with the terms of this Agreement, please execute where indicated below and return one original version to me for my records. This Agreement is open to acceptance by Customer until 5:00 p.m. EST on March 31st, 2006, after which it will be deemed retracted.

Yours truly,

Mark Cohon
President and CEO

Agreed to by City of Peterborough this ___ day of _____, 2006.

I have the authority to bind the City of Peterborough to the terms of this Agreement.

Per: _____
Name: Sylvia Sutherland
Title: Mayor

Per: _____
Name: Ms. Nancy Wright-Laking
Title: City Clerk

SCHEDULE A – AUTHORIZED VENUES

Peterborough Memorial Centre and Third Party Venues as per first paragraph of Agreement

SCHEDULE B – PLATFORM SPECIFICATIONS

Below is a list of recommended hardware and Microsoft licenses required. As the AudienceView solution is based on commonly found IT infrastructure such as Microsoft and Intel based solutions using TCP/IP networking, assumptions have been made that the components specified will be complimented by existing Customer IT infrastructure.

In the Analysis Workshop phase of an implementation, AudienceView technical staff plan to work with Customer staff to tailor this recommendation further to meet the specific I.T. realities of the your organization, as well as review if there are options for reusing existing excess hardware.

Database & Reporting Server					
Qty	Number of CPU's	CPU Speed	RAM	Hard Disk	Software
1	2	3.0 Ghz	3GB	288 GB Usable Space	Windows 2003 Server /Windows 2000 SQL Standard
Application Servers					
Qty	Number of CPU's	CPU Speed	RAM	Hard Disk	Software
2	2	3.0 Ghz	3 GB	18 GB x 2	Windows 2003 Server, IIS
Web Servers					
Qty	Number of CPU's	CPU Speed	RAM	Hard Disk	Software
1	2	3.0 Ghz	3 GB	18 GB x 2	Windows 2003 Server, IIS
Access Control					
Qty	Number of CPU's	CPU Speed	RAM	Hard Disk	Software
1	1	3.0 Ghz	3 GB	18 GB x 2	Windows 2003 Server, IIS
SQL Server Software		Standard License			Enterprise
			2		0

The above platform recommendation will support the following business requirements. AudienceView Professional Services and/or Support staff will work with the customer to modify this recommendation as their needs change over time.				
Concurrent Users	Concurrent Web User	Order/ Hour	Peak Admission / Order	Annual Ticket Volume
50	75	8000	500	230,000

- General supporting IT Infrastructure provided by Customer (UPS, routers, switches, etc.)
- high speed Internet Access required for serving online sales pages
- workstations require LAN or High Speed access to the server network
- firewalls and load balancer may be required
- further technical qualification around requirements may change recommendations

WORKSTATION REQUIREMENTS

Administration Workstation

CPU	RAM	Display	Other	Software
2.0 GHz (or better)	512 MB	1024 x 768	Ethernet Card	<ul style="list-style-type: none"> · Windows 98 or better · Internet Explorer 6.0 SP1 · Adobe SVG plug in

Ticket Seller Workstation

CPU	RAM	Display	Other	Software
1.0 GHz (or better)	256 MB	1024 x 768	Ethernet Card	<ul style="list-style-type: none"> · Windows 98 or better · Internet Explorer 6.0 SP1 · Adobe SVG plug in

SCHEDULE C – SUPPORT PLAN SCHEDULE

Definitions:

The definitions used in the License Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding statutory holidays)

“Current Software Version” means the most recently released commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to AudienceView hereunder;

“Support Contacts” means up to two (2) Customer designated individuals (to be identified in the attached Problem Reporting Schedule) who will serve as technical liaison between AudienceView and Customer’s support personnel and will be the only persons authorised to communicate with AudienceView’s Support Centre and receive the Technical Support Services hereunder. The appointed Support Contact(s) must have technical knowledge and experience with the Software configuration, installation, network layout, types of computer systems, operating systems and equipment used at the problem site.

“Major Release” means an Upgrade in the Software.

Support Services

Upon Acceptance, AudienceView’s Support Centre will provide the following services to Customer:

1. technical assistance by telephone, facsimile, and/or electronic mail, including off-line research time, from AudienceView’s office in Toronto, Ontario, Canada;
2. log in of calls 24 hours a day at AudienceView’s support desk;
3. direct access for Support Contacts to AudienceView’s team of support technicians;
4. provision of any available problem solutions related to the Current Software Version and the Major Release preceding it;
5. file transfer via FTP server;
6. response to reported problems in the manner described herein and in the attached Problem Reporting Schedule;
7. remote execution of Support Services.

In the event the Support Services cannot be effectively executed remotely, Customer may request on-site support. On-site support will be provided at the then current Professional Services Fee and will be subject to a separate agreement.

Terms and Conditions

This Schedule is subject to the terms and conditions of the License Agreement.

AudienceView will provide Support Services during the Term for so long as Customer shall pay the Fees set out in Section 12 as amended. Notwithstanding the foregoing, AudienceView shall not provide Support Services for a version of Software which is more than one Major Release older than the Current Software Version.

By continuous enrolment in the Support Plan and payment of the License and Support Fees, Customer shall be entitled to receive Updates and Upgrades. Customer shall pay AudienceView for any Professional Services associated with the installation and configuration of Upgrades.

The delivery of Support Services hereunder does not extend to: i) Software which has been altered or modified by Customer, its customers, or any third party without AudienceView's written consent; ii) failures related to an unsuitable operating environment, including, but not limited to, inadequate electrical power, air conditioning, or humidity control; iii) failures related to an accident or disaster, which includes without limitation, fire, flood, wind, lightning, or neglect; and iv) any unauthorized use of the Software.

AudienceView warrants that its Support Services personnel shall deliver services in accordance with industry standards. AudienceView does not warrant or represent that every reported problem can or will be resolved to the satisfaction of Customer and its customers and does not warrant uninterrupted or error free operation of the Software, Developed Software, or enhancements or modifications thereto, or any other product or service provided by AudienceView. Response and resolution times provided in the Problem Reporting Schedule or otherwise whether orally or in writing, are intended as estimates or guidelines only and are not to be taken as warranties or representations.

Problem Reporting Schedule

Support Contacts:

name: _____
 telephone: _____
 e-mail: _____

name: _____
 telephone: _____
 e-mail: _____

Step 1: Contact AudienceView using one of the following methods:

- call Support 24 hours per day, 7 days per week at +1 416-913-6143
- send e-mail to : support@AudienceView.com
- fax support issue to +1 416-913-6158

Response (Priority definitions are provided below)

For Priority 1 calls there is normally a 2 hour response time. All other calls will be responded to during Business Hours. Typically calls received during Business Hours are responded to within one hour. Outside Business Hours, Priority 2, 3 and 4 calls are responded to at the beginning of the next business day. Software maintenance will be classified at the Priority 3 and 4 levels only. Response to Priority 3 and 4 calls may vary from acknowledgement of the problem to a suggested solution depending on the details supplied and the complexity and severity of the problem.

Support Plan customers will have priority response over support work for customers without a Support Plan. Customers who do not have a Support Plan will be billed for support work at the prevailing rates for Professional Services. All non-contract calls will be handled on a “first-come, first-served” basis, with response time dependent on AudienceView resource availability.

Step 2: Provide the following information:

Provide Support Contact’s name, location of Software installation, Support Contact’s telephone number and E-mail address.

For support services not covered hereunder, such as on-site support, a purchase order is also required.

Step 3: Provide a description of the problem.

Provide as much detail, including systems messages and screen printouts, as possible. This will help AudienceView quickly identify the problem and assign a priority level.

Problems reported are entered into AudienceView's priority case management system and then assigned to an appropriate resource. Incident reports are prepared containing Customer's provided information about the reported problem, any diagnostics performed, the computing environment, priority level and relevant configuration and trace files. AudienceView shall assign a case reference number which will be used in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by AudienceView to diagnose the problem and develop a possible solution.

Prioritization and Problem Handling Process

AudienceView shall provide Support Services as described below to the Support Contacts:

Priority 1: There is a critical impact to Customer's business operations (e.g. customers cannot log on, the Software is down). AudienceView and Customer will commit necessary resources around the clock to resolve the situation.

Priority 2: Operation of an existing production environment and significant aspects of Customer's business operation are being negatively impacted. AudienceView and Customer will commit full-time resources during Business Hours to resolve the situation.

Priority 1 & 2 does not apply to lab or non-operating business environments.

Priority 3: Production performance is impaired while most business operations remain functional. AudienceView and Customer are willing to commit resources during Business Hours to restore service to satisfactory levels.

Priority 4: Customer requires information or assistance with respect to the Software capabilities, installation, or configuration, and there is little or no impact to Customer's business operations. AudienceView and Customer are willing to provide resources during Business Hours to provide information or assistance as requested.

Regardless of the priority assignment, Customer's problem must relate to the source code of the Software in order for Support Services to be applied hereunder. Where AudienceView is required to perform Support Services outside of the scope of the Support Plan, AudienceView shall charge Customer at its daily Professional Services rate for the Services rendered.

After assigning a priority level, the problem will be escalated within AudienceView's Support and Development Engineering structure for further analysis and generation of a fix, if possible.

Problem resolution time will depend on the priority level, complexity of issue, level of assistance provided by the caller in the problem diagnosis process, and amount of development engineering resources needed. Support Contact(s) shall be kept informed of AudienceView's progress and shall be given an estimated date of resolution where possible or applicable. AudienceView shall use reasonable commercial efforts to provide callers with temporary or permanent solutions to problems with the supported product within the estimated time frames, based on the priority level identified.

The case will not be closed by AudienceView until receipt of written confirmation from the Support Contact that the problem has been resolved. The confirmation shall be provided within five (5) business days of the delivery of a fax by AudienceView. If written confirmation or feedback is not received by that time, it will be assumed the problem has been resolved.

SCHEDULE D – NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of the 13 day of October, 2005

B E T W E E N:

AUDIENCEVIEW SOFTWARE CORPORATION

a corporation legally established and
having an office at
36 Toronto Street, Suite 800
Toronto, Ontario
M5C 2C5

(hereinafter referred to as "AudienceView")

- and -

CITY OF PETERBOROUGH having an office at

City of Peterborough
500 George St. North
Peterborough,
Ontario CANADA
K9H 3R9

(hereinafter collectively referred to as "Customer")

WITNESSETH

WHEREAS AudienceView and Customer (including its Affiliates) desire to exchange information generally for the purpose of exploring potential business opportunities regarding the nature and terms of a License Agreement and for the purpose of any business arrangements entered into between them;

AND WHEREAS each party desires to protect the confidentiality of the information that may be included in the aforesaid exchange;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises contained herein, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

1. **DEFINITIONS**

"Confidential Information" shall mean all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the disclosing party, is not generally known to competitors of the disclosing party, and which is communicated to the other party. Confidential Information shall include, but not be limited to, information relative to the current or proposed business plans of the disclosing party, financial information relating thereto, prices, trade secrets, know-how, formulas, processes, data, network configuration, software details, compilation and configuration, drawings, proprietary information, customer lists, the terms of the Agreement and any other contract between the parties, and any other non-public

information which concerns the business and operations of the disclosing party to this Agreement.

“Affiliate” shall mean a company that controls, is controlled by or is under common control with a party to this Agreement, where “control” means the holding of more than fifty percent (50%) equity or voting ownership.

2. **DISCLOSURE**

AudienceView and Customer may disclose to each other certain Confidential Information, either directly, as by verbal or written communications, or indirectly, as by permitting employees of one party to observe various operations or processes conducted by the other. These disclosures are made upon the basis of the confidential relationship established between the parties and upon each party's agreement that, unless specifically authorized in writing by the other, it will, subject to section 3:

- (a) use such Confidential Information solely for the purpose of evaluating the potential business relationship between the parties or for the purpose of any business arrangements entered into between them;
- (b) promptly return to the disclosing party, upon its request, any and all tangible material concerning Confidential Information, including all copies and notes, whether such material was made or compiled by the receiving party or furnished by the disclosing party;
- (c) take reasonable precautions to protect from disclosure Confidential Information disclosed to it by the other, including but not limited to ensuring that access to the Confidential Information is limited on a “need to know” basis, and that any such individuals with access to the Confidential Information will be under obligations of confidentiality consistent and commensurate with those provided in this Agreement; and
- (d) ensure that its Affiliates and permissible recipients of Confidential Information comply with the terms and requirements of this Section, and any associated provisions set out elsewhere in this Agreement, and be responsible for any related breaches of this Agreement.

3. **EXCEPTION**

The obligations imposed herein shall not apply to Confidential Information:

- (a) which is or becomes available to the public through no wrongful act of the receiving party; or
- (b) which is received from a third party without restriction of confidentiality and without breach of this Agreement; or
- (c) which is independently developed by the receiving party without use of Confidential Information of the disclosing party; or
- (d) which is disclosed pursuant to a requirement or request of a government agency, subpoena or other legal proceeding if, in the opinion of the receiving party's legal

counsel, nondisclosure would result in contempt proceedings against the receiving party. If disclosure is requested, the receiving party shall provide the owner of such Confidential Information with prompt notice of such request to enable the owner to seek a protective order and shall take such reasonable steps to limit the amount of disclosure. The parties recognize and agree, so as to permit the fullest of discussion and disclosure, that neither party will make use of the fact of these discussions or the Confidential Information to the detriment or adverse interest of the other party in proceedings of any nature whatsoever, public or otherwise.

Notwithstanding the above, all materials, including, without limitation, documents, writings, designs, drawings and specifications furnished and that are designated as Confidential Information shall remain the sole property of the disclosing party and shall be returned promptly to the disclosing party at its request with all copies made thereof or, with the consent of the disclosing party, destroyed with a written statement provided to the disclosing party that such destruction has occurred.

4. **RELIANCE**

Each party acknowledges that neither the other party nor any of its representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information disclosed by such other party, except as may be otherwise agreed in writing between the parties. Neither party nor its representatives shall have any liability to the other party, any of such other party's representatives, or any other person, relating to or arising from the use of the Confidential Information, or for any errors therein or omissions therefrom, and each party assumes full responsibility for all conclusions such party derives from the Confidential Information, except as may be otherwise agreed in writing between the parties. Each party agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information disclosed by the other party; provided that a receiving party shall be entitled to rely on the representations and warranties, if any, made to a receiving party by a disclosing party in any other agreement. Nothing in this Agreement shall be construed as obligating a party to provide, or to continue to provide, any information to any person.

5. **FORMAL DOCUMENT REQUIRED FOR AGREED TO BUSINESS PROPOSAL**

The parties recognize that discussions may lead to the design of various business proposals which, unless agreed to by both parties in writing, will not bind the parties to any future commitment.

6. **NO LICENCE**

This Agreement shall not be construed as granting or conferring any rights by licence or otherwise in any Confidential Information disclosed pursuant hereto.

7. **EQUITABLE REMEDIES**

In the event of a breach, or threatened breach, of any of the foregoing provisions, the parties agree that the harm suffered by the injured party would not be compensable by monetary damages alone and, accordingly, that the injured party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

8. **TERMINATION OF OBLIGATIONS**

The obligation to protect Confidential Information received hereunder shall continue following disclosure of such Confidential Information and will survive any termination of this Agreement or the Agreement.

9. **GOVERNING LAW**

This contract shall be governed by the laws in force in the Province of Ontario.

The parties hereto have caused this Agreement to be executed as of the day and year first above written.

AUDIENCEVIEW SOFTWARE CORPORATION

Per: _____

NAME: _____

TITLE: _____

DATE: _____

CITY OF PETERBOROUGH

Per: _____

NAME: Sylvia Sutherland

TITLE: MAYOR

DATE: _____

Per: _____

NAME: Ms. Nancy Wright-Laking

TITLE: CITY CLERK

DATE: _____

SCHEDULE E – INITIAL STATEMENT OF WORK



**AudienceView Software Corporation
Professional Services
STATEMENT OF WORK**

Customer: THE PETERBOROUGH MEMORIAL CENTRE

Project: AUDIENCEVIEW DEPLOYMENT

Version: 1.3

Issued: March 8, 2006



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**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

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**AudienceView Software Corporation Professional Services Statement of Work
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Version Control

Version	Date	Description	By
Version 1.0	Feb 5, 2006	Initial Draft for Internal Review	Chris Castle
Version 1.1	Feb 7, 2006	Revised Draft	Chris Castle
Version 1.2	Feb 28, 2006	Final Version	Chris Castle
Versions 1.3	March 8, 2006	Date Revision	Jeff Koets

AudienceView Software Corporation Professional Services Statement of Work Peterborough Memorial Centre

Introduction

AudienceView Software (“AudienceView”) is pleased to present the following Professional Services Statement of Work (SOW) to the Peterborough Memorial Centre which defines the scope and cost associated with deploying the Customer’s AudienceView solution.

This SOW comprises AudienceView’s estimate of the total effort and professional services fees (consulting, training, etc.) associated with deploying the Customer’s in-house ticketing. All estimates contained in this document are based on information obtained from the Customer during the workshops and meetings held as part of the AudienceView sales process. In the course of the AudienceView deployment process, validation of initial estimates could result in some changes in the Statement of Work. In the effort to enhance the reliability of the timeline, effort and cost data presented in this document, AudienceView has made a number of assumptions regarding, among other things, system scope, deployment timeline and resourcing (i.e., AudienceView v. the Customer’s personnel). All assumptions are detailed in the pages that follow. Should any of these assumptions be proven incorrect, this could represent a change to the project and would be managed via the agreed upon change control process.

**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

Background

Time and Materials Version

Among other things, this SOW provides a description of the tasks to be completed by AudienceView Professional Services (“PS”) and the Customer’s staff during the deployment of the System.

While every effort has been made to accurately understand and document the requirements for this project, it should be noted that all professional services and development work will be provided on a time and material basis. The effort levels outlined in this document in no way reflect a fixed price quotation.

During the course of the project the scope and level of effort required to deliver certain tasks may change as additional information becomes available or priorities change. Any such change will have an impact on the total billable effort required by AudienceView to successfully deliver the project.

During the course of the project, AudienceView will work with the Customer to ensure that any changes in scope or effort levels are well understood by all parties. As required, any changes in scope or project deliverables will be managed through a change request process.

Due to the sensitive nature of the discounted pricing and incentives offered below, please treat this information as confidential.

AudienceView Software Corporation Professional Services Statement of Work

Peterborough Memorial Centre

Project Scope and Summary

In order to deliver the solution scope detailed below, AudienceView proposes dividing the professional services delivery into the following seven phases:

Phase 1 – Project Kick Off

This phase of the project will serve to start the project, outline the AudienceView implementation process, introduce the respective project teams and define roles and responsibilities for the project. Tasks to be completed in this phase are:

- Customer to complete the Client Questionnaire and provide samples reports, tickets, brochures and venue maps.
- Project kick off meeting with both project teams. This meeting will be carried out as a conference call.
- Computer Hardware - Finalization of required computer hardware for database, application server(s), printing, and user desktop PCs.
- Finalize key project milestone dates

Phase 2 – Hardware and pre-requisite software procurement and installation

This phase of the project will consist of Customer internal IT resources ordering and installing the hardware and software required to prepare the database server, application server(s) and desktop machines to be ready for AudienceView software to be installed. In addition, any required upgrades to existing printers will also be accomplished by the Customer in this phase. This phase of the project must be complete before any subsequent phases can begin. Specific Customer tasks are:

- Customer to order and install hardware and printers as per Analysis Workshop specifications, with support from AudienceView
- Customer to install database server operating system and patches, Microsoft SQL Server software and patches; application server(s) operating system and patches; and user desktop operating system and patches.
- Customer to contract with financial institutions, payment processors or network providers to obtain merchant IDs and/or terminal IDs or establish network connections to financial institutions. This may also require the payment of per-transaction charges for credit/debit card processing, procurement of third-party hardware, software or payment of additional fees to those organizations or their representatives.
- Customer to order and install magnetic stripe readers, PIN pad devices or other equipment or software if needed for processing credit or debit cards.
- Customer to establish backup procedures, with support from AudienceView.
- Customer will perform a system audit to ensure servers are secure.

Phase 3 – Project Analysis:

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This phase of the project will consist of joint meetings with AudienceView and the Customer. During this phase a single AudienceView resource will be onsite at the client's location for four days to conduct analysis meetings and provide configuration training.

The purpose of this phase of the project is to document the Customer's business procedures as they relate to AudienceView, make configuration recommendations, provide insight on how best to make use of the AudienceView system, develop a data migration plan and provide system configuration training.

The specific tasks to be completed during this phase are:

- AudienceView will remotely install the AudienceView system on the Customer's production hardware.
- AudienceView resource to review the Customer's current business practices as they relate to AudienceView in joint meetings with the Customer.
- Initial training by AudienceView that will allow the Customer to determine how the system will be configured
- Jointly review branding requirements for the ticket template and invoice.
- Jointly review branding requirements for online sales.
- AudienceView to review with the Customer the AudienceView core reports and the Business Intelligence module in order to confirm the assumption that the core application will meet the needs of the Customer.
- User Acceptance Test Plan - Customer to define the acceptance test plan, with support from AudienceView.
- Customer to confirmation the payment processing solution
- AudienceView to jointly review with the Customer the requirements for the data migration including key dates and field mapping.
- Development of a project plan outlining key project deliverables
- AudienceView to deliver an analysis document outlining the Customer's business practices as they relate to AudienceView, data migration plan and Web sales branding requirements.

AudienceView Software Corporation Professional Services Statement of Work

Peterborough Memorial Centre

Phase 4 – AudienceView Installation Configuration and Launch

This phase will consist of the production version of the AudienceView application being installed and configured. Two AudienceView resources will be onsite for four days during this phase of the project to provide training and configuration support.

The Customer will be responsible for the production configuration of the AudienceView system with support from the AudienceView deployment team. Additional Customer and AudienceView resources will be used to complete the tasks in this phase of the project. Tasks to be completed in this phase include:

- AudienceView to install the base AudienceView software (database, application server(s))
- Customer to install and configure any software required by payment processing solution selected by the Customer.
- AudienceView to integrate AudienceView with the payment processing system selected by the customer.
- AudienceView will support the customer with the set up of the AudienceView access control solution.
- Configuration of AudienceView application as per Analysis phase of the project. This is a Customer task supported by AudienceView.
- Customer to configure the Venue(s) with support from AudienceView
- AudienceView to brand one admission ticket, one web UI and a single invoice.
- Customer to configure performances (adding performances, pricing, bundles, on/off calendar dates etc.) with AudienceView support.
- AudienceView to assist Customer with the set up and deployment of their ticket printers.
- AudienceView to provide end user training in a train the trainer format
- AudienceView to provide AudienceView system administer training
- Customer to begin UAT testing.

Phase 5 – Data Migration

The customer will manually migrate any data they wish to transfer from their legacy system into AudienceView. There will be no electronic migration of information during this project. AudienceView will support this process through training and configuration support. AudienceView will not be responsible for any data entry work associated with the manual migration effort.

**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

Phase 6 – User Acceptance testing and Go Live Support:

This phase of the project will launch the Customer into live sales with the AudienceView system.

During this phase of the project, a single AudienceView resource will be onsite to provide UAT and go live support. Specific tasks to be completed in this phase are:

- Customer to complete their User Acceptance Testing as agreed upon in the Analysis phase of the project.
- AudienceView to support the client's launch of the AudienceView system for live order processing.

Phase 7 – Post Launch Support:

This phase will move the customer from a professional services engagement to the AudienceView Customer Support infrastructure.

AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre

Schedule and Pricing Summary

Projected Start: **March 13, 2006**

Projected End: **May 29, 2006**

AudienceView Daily Rate: **\$ 1000**

AudienceView View Hourly Rate: **\$125**

Estimated AudienceView Days: **34 days**

Estimated Costs

Estimated AudienceView Professional Services Fees:	\$34,000
Estimated AudienceView Expenses:	<u>\$3,750</u>
Total Estimated Audienceview Costs:	\$37,750

- All costs are exclusive of applicable taxes.
- All costs are in Canadian dollars.
- AudienceView bills in minimum increments of one hour.

**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

Professional Service Effort Detail

Task	Effort Days	Notes
Project Kick Off	2 days	Includes kick off meeting and preparation as outlined in phase one of the project scope and delivery.
Project Analysis	7 days	4 days on-site and 3 days for documentation and preparation as outlined in phase two of the project scope and delivery.
Hardware Installation Support	1 Day	Remote support of Customer's IT team during hardware installation.
Onsite Configuration support	8 Days	Onsite configuration and training as outlined in phase 4 of the project scope and delivery.
Access Control Support	2 Days	AudienceView to support Customer's setup of Access Control.
Remote Configuration Support	3 Days	Remote Configuration support. This would include responding to Customer inquires during the production configuration of the system.
Online sales Branding	3 days	This includes basic branding of the core AudienceView web sales interface. This will include changing colours, logos and images to better reflect the Customer's corporate web site.
Data Migration Support	2 days	AudienceView will support the customer through training and configuration support
Project Management	3 days	Coordinate delivery of project. This will include scheduling resources, deliverables and managing the project costs outlined in this document.
Go Live Support	3 days	Onsite Technical support for system go-live.
Total Effort	34 days	

- This does not include the development of any custom reports
- This does not include any custom interfaces to external systems
- This assumes that Customer will make available all relevant staff during the project
- Payment Gateway integration assumes the re-use of an existing AudienceView integration

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**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

Expense Estimate Detail

Travel Expenses are estimated as follows:

Description	# of Trips	# of Effort Days on Site	Hotel (\$150/day)	Car Rental (\$50/day)	Per Diem (\$50 /day)	Total
Analysis Workshop	1	4	\$600	\$200	\$200	\$1000
System Configuration	2	8	\$1200	\$400	\$400	\$2000
Go Live Support	1	3	\$450	\$150	\$150	\$750
Total	4	15	\$2250	\$750	\$750	\$3750

Assumptions:

- One AudienceView resource is on-site for the analysis workshop.
- Two AudienceView resources are on-site for the System Configuration.
- One AudienceView resource is on-site for go live support
- Expenses will be charged in addition to the PS effort rates quoted in the above. The above quoted amounts are estimates only. Customer will be invoiced for actual amounts. AudienceView will obtain pre-approval of any amounts in excess of those estimated from Customer before expenses are incurred.
- Additional trips to the Customer’s site may result in additional billable expenses if agreed to by both parties



**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

Deployment Schedule

The following outlines the high-level recommended milestones for the project phases:

Project Milestones

Task	Date
Sign Contract	March 20, 2006
Project Start	March 13, 2006
Analysis Workshop	March 27, 2006
System Configuration	April 24, 2006
User Acceptance Testing	May 20, 2006
Go Live	May 22, 2006
Project Completion	May 29, 2006

*Note: All dates will be validated during the Analysis Workshop.

AudienceView Software Corporation Professional Services Statement of Work
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Implementation (Project Team) Training

Training Types:

There are two training methods and groups which apply in the AudienceView process. First, AudienceView trains the Trainers who will in turn train staff to utilize the system. Secondly, a System Administration training course is provided in order to allow the Customer staff to utilize the various reporting, administration and configuration features in the software.

Training I - System Administrator

Once Customer assigns a System Administrator(s), this hands-on training allows the System Administrator(s) to work alongside AudienceView deployment staff. This training will give Customer the fundamental user configuration knowledge for the entire AudienceView system, including: creating and setting the venue, price set-up and package, bundle creation and fund codes and data. This training will also cover customizing additional fields to suit individual business practices. The training is recommended for those who will be responsible for maintaining AudienceView.

Training II - Ticket Seller - "Train the Trainer"

Key members of Customer staff will be trained on the basics of AudienceView. This training reviews the following functions in the product including: customer contact creation, ticket order creation, ticket design, ticket exchanges and returns, gift certificates, gifts, acknowledgements running canned reports and customized reports. This hands-on training takes approximately a full day to cover ticketing and funds development and is recommended for key personnel that will be using the software.

**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

General Assumptions

Estimating	Several key assumptions have been made in defining the effort for this engagement. These assumptions have been detailed in the Schedule and Pricing Summary section of this document.
Project Related Travel	Assumptions made in defining the required project travel have been detailed in the Schedule and Pricing Summary section of this document.
Infrastructure Requirements	For on-site work, the Customer will provide network connectivity and high-speed Internet access for all AudienceView project team personnel as mutually agreed to. For off-site work, the Customer will provide AudienceView with appropriate remote access.
Customer Resources	Customer will provide the necessary resources in a timely manner to ensure deliverables are met. These should include: <ul style="list-style-type: none"> • Technical/IT staff and management • Accounting/Finance staff • Management/Executive decision makers The reliability of this SOW is directly dependant on the ability of Customer to provide the above-noted project resources and the ability of those resources to become productive within a reasonable period of time.
Sign-off	Sign-off periods as defined within the project plan are required in a timely manner. Delays in obtaining sign-off will cause similar delays in the overall delivery schedule, and may result in a Change Request.
Stable Requirements	AudienceView's ability to meet the delivery schedule outlined in this proposal is directly dependent on the ability of the Customer to define the solution requirements within the Analysis Workshop in an accurate and efficient manner. Any rework encountered as a result of changing requirements will impact the overall delivery schedule, and may result in a Change Request.
Change Requests	A formalized mechanism for change requests will be implemented and agreed upon by both parties.

**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

Post-Production Support	<p>AudienceView’s experience is that customers often desire project team support subsequent to the production deployment to help system administrators and ticketing personnel in using and maintaining the new system (this type of support is distinct and separate from standard product support provided by AudienceView Customer Support, as specified in Schedule D). It is also not uncommon for minor system modification requests to arise as users become more familiar with the detailed workings of the system.</p> <p>AudienceView assumes Customer will adequately train the system administrator(s) throughout the solution deployment to accept ownership of the system once the project moves into support mode. Should Customer require additional support beyond that specified in this proposal, arrangements can be made to extend the project team (in whole or in part) based on a time and materials basis.</p> <p>Any changes, additions or deletions must be in writing and approved by both parties.</p>
Project-Related Travel	<p>Assumptions made in defining the required project travel have been detailed in the Schedule and Pricing Summary section of this document.</p> <p>AudienceView has great respect for the work performed by its employees and the need to balance their personal and work lives. To the extent that it will not affect the success of your engagement, we expect that an informal, mutual understanding will be reached with you regarding the amount of work that can be performed onsite versus in our offices and as well as an effort to minimize work and travel on weekends.</p>
Currency	<p>All figures are quoted in CND</p>



Change Control Procedure

This Change Request process will be used to manage the addition and/or removal of the business and functional requirements that impact the effort to complete the scope of the project as defined in this document.

All change requests that arise during any phase of the project must be submitted by Customer Project Manager to the AudienceView Project Manager who is responsible for the scope of the AudienceView project effort. AudienceView will not act on any requested change not submitted to the AudienceView Project Manager by Customer Project Manager.

Additional business and functional enhancements and/or development work not explicitly detailed in this document, that arise during the project will be deemed out of scope for the project. All changes regardless of dollar value will be documented by AudienceView in a Change Request form requiring signoff by the appropriate signing authority at Customer, within the timeframe agreed to by both the AudienceView and Customer Project Managers.

**AudienceView Software Corporation Professional Services Statement of Work
Peterborough Memorial Centre**

Statement of Work Sign-Off

This proposal is an attachment to and is subject to the related Master License/Services Agreement. By signing this document, Customer and AudienceView agree to the terms of the above-defined proposal.

Accepted and Agreed To:

AudienceView Software Corporation

City of Peterborough

By: _____

By: _____

—

—

(Authorized Signature)

(Authorized Signature)

(Print or Type Name)

—

(Print or Type Name)

—

—

(Title)

(Title)

—

—

(Date)

(Date)

