

am

1987
1986;

THIS AGREEMENT made this 28 day of APRIL

BETWEEN:

DALHOUSIE ARTS CENTRE

hereinafter called the "COMPANY"

OF THE FIRST PART

- and -

BRYAN McLENNAN,

hereinafter called the "CONSULTANT"

OF THE SECOND PART

In consideration of the covenants, agreements and conditions contained herein, the parties hereto agree as follows:

1. That the Consultant will provide computer programs and documentation, herein called the "Systems", as described in the attached Schedule "A" entitled "System Description", which forms part of this agreement.
2. The Company agrees to pay the fee, as outlined in Schedule "B" attached hereto, when each phase of the "System" is completed and immediately upon receipt of the invoice as provided by the Consultant.
3. In addition to the fee as described in Schedule "B" the Company agrees to purchase or reimburse the Consultant for the purchase of specialized software packages such as compilers, database systems, editors and other utilities as the Consultant determines to be needed to complete the system.
4. The Company agrees to provide the Consultant with access to the necessary computer systems and communication systems located on the premises of the Company during the evening hours and weekend hours for the duration of the contract.
5. The Consultant agrees that if he obtains confidential information about the Company and its operation he will restrict his use of such information to the performance of his duties under this contract and will return any and all documents received from the Company for the completion of the System.
6. The Consultant shall retain title and rights to any copyright secured by the Consultant or his employee on programs or documentation forming part of the System. The Consultant hereby grants to the Company a nonexclusive,

irrevocable license to reproduce part or all of the System for and only for use or distribution within the Company. The Company shall be restricted from giving, loaning or selling all or part of the System to any other person or corporation without the written consent of the Consultant.

7. In no event shall the Consultant be liable for special, indirect or consequential damages. The Consultant's liability on any other claim for loss or liability, including negligence, arising out of or connected with this agreement or the use of the System shall be limited to malfunctions of the System attributable to the program as developed by the Consultant and only if all security, maintenance and backup procedures, as recommended by the Consultant, have been properly carried out by the Company. The Consultant is specifically excluded from any and all liability for damages arising from malfunction and for defects in software (as described in paragraph 3 herein) included in or used in the development of the System.

8. Both parties shall have the right to terminate the contract at the end of any phase. The party so desiring to end the contract must give notice in writing to the other party before the phase is completed and invoiced. If notice is received after the invoice is delivered, the contract will continue until the end of the next phase.

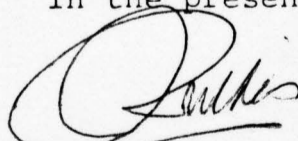
9. The parties agree that the Consultant may assign this contract to "Intuitive Systems Limited" when the said "Intuitive Systems Limited" becomes incorporated under the laws of the Province of Nova Scotia.

10. Except as provided in paragraph 9 herein, this agreement may not be assigned by either party without the prior written consent of the other.

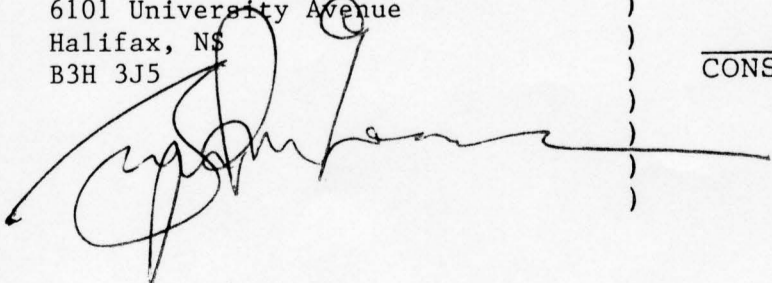
11. The entire agreement between the parties with respect to the subject matter hereof is contained in this agreement and the attached Schedules "A" and "B", and no representations or warranties, whether of merchantability, fitness or otherwise whether express or implied whenever made except when made in writing shall be deemed to be part of this agreement, nor shall this agreement be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by a duly executed written agreement of the parties hereto or their lawful successors.

12. IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above noted.

SIGNED, SEALED & DELIVERED)
In the presence of:)

 FOR)
John D. Wilkes, Director)
DALHOUSIE ARTS CENTRE)
6101 University Avenue)
Halifax, NS)
B3H 3J5)

_____) (SEAL)
COMPANY



_____) (SEAL)
CONSULTANT

DATED: April 28, 1987

BETWEEN:

DALHOUSIE ARTS CENTRE

hereinafter called the "COMPANY"

OF THE FIRST PART

- and -

BRYAN McLENNAN,

hereinafter called the "CONSULTANT"

OF THE SECOND PART

AGREEMENT
