

MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT EFFECTIVE the ___ day of _____, _____.

BETWEEN:

CORPORATION, a corporation duly incorporated under the laws of _____ and having an office at _____
(hereinafter referred to as the "Corporation")

OF THE FIRST PART

- and -

MANAGER, a corporation duly incorporated under the laws of _____ and having an office at _____
(hereinafter referred to as the "Manager")

OF THE SECOND PART

WHEREAS:

- A. The Corporation requires the services of the Manager in respect of managing and maintaining those certain software maintenance contracts whether in the form of technical support or otherwise, with various parties as described in Schedule "A", (hereinafter referred to as the "Contracts");
- B. The responsibilities and role of the Manager in respect of the Contracts and other services to be provided are more specifically described in Schedule "B" (hereinafter the "Scope of Work");
- C. The Corporate Profile, resume and/or curriculum vitae of the Manager reveals that the Manager (or the Manager's principals and/or employees) possess the human and financial resources, experience and education required to perform the Scope of Work required for the Contracts and other services.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 DEFINITIONS:

- (a) "Agreement" means this agreement;
- (b) "Corporate Representative" means a representative of the Corporation;
- (c) "herein", "hereby", "hereof", "hereunder" and similar expressions shall be understood to relate to the Agreement as a whole and not merely to the paragraph in which they appear;

(d) "Management Services" means those services more particularly set out in the Scope of Work and Article 3 hereof;

(e) "or" is inclusive rather than exclusive.

1.2 RECITALS: The recitals hereof form a part of and are incorporated into this Agreement as if specifically set out herein.

1.3 HEADINGS: The headings of the Articles or paragraphs of this Agreement are for convenience only and do not form a part of and shall not affect the interpretation of this Agreement.

1.4 REFERENCE INCLUSIVE: Reference to any paragraph is inclusive of all subparagraphs of the stated paragraph and reference to any Article hereof inclusive of all paragraphs and subparagraphs comprising said Article.

1.5 ENTIRE AGREEMENT: This Agreement reflects the entire agreement between the parties relative to the subject matter of this Agreement and any promise, representation or statement not contained herein shall not be binding on either party.

1.6 NUMBER AND GENDER: Number and gender when stated as singular or masculine shall be construed as meaning plural or feminine or neuter, and vice versa, where the context so requires, including defined terms.

1.7 SEVERABILITY: If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then such provision shall be severable from and shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

1.8 APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of _____.

ARTICLE 2 - SCHEDULES

2.1 The schedules to this Agreement include the following:

Schedule "A" - Contracts With Various Parties; and
Schedule "B" - Scope of Work.

ARTICLE 3 - SUBJECT MATTER

3.1 The Manager shall perform the Scope of Work as required for the Contracts in accordance with the directions provided from time to time by the Corporate Representative, and according to the policies of the Corporation in place from time to time, and shall report on the progress thereof to the Corporate Representative as requested for the term of this Agreement.