

BackGround Software Inc. - Professional Services
 Managed Services
Consulting Services Agreement

Exhibit B - Security Assessment Service - Package 3 - Assessment from the Outside and Inside Consulting Services Agreement (CSA)

Customer Information

Customer:	WidgetCo Inc.	Consultant	BGD (BackGround) Software Inc.
		Date:	November 2, 2002
Address:	123 Mystreet	Address:	900 Steeles Ave West
			Suite 608
	Mytown, MY		Thornhill, Ontario L4J 8C2
	USA		Canada
Attention:	Mr. Customer	Agreement No:	
Billing Address:		Submitted By:	BackGround Engagement Manager
(If Different)		Phone Number:	(888) 230-8320
Phone Number:	(123) 456-7890	Mobile Phone:	(416) 917-0130
Mobile Phone:	(345) 123-4567		
EMAIL:	customer@widgetco.inc	EMAIL:	sales@bgdsoftware.com

Engagement Information

Description of Service	Cost
<p>Security Assessment Service - Package 3 - Assessment from the Outside and Inside is a fixed price, fixed duration and fixed deliverables consulting engagement, for which BackGround Software Inc. will supply the following resources:</p> <ol style="list-style-type: none"> 1. System Administrator - Security Specialist for a period of 104 (one hundred and four) hour(s) at the BackGround and Customer site in the Greater Toronto Area 2. Technical Writer for a period of 16 (sixteen) hour(s) at the BackGround and Customer site in the Greater Toronto Area 3. Project Manager for a period of 64 (sixty four) hour(s) to oversee all aspects of the project management throughout the duration of the project. <p>The price quoted assumes that all work is carried out during BackGround's normal office hours (08:00 A.M. to 5.00 P.M. Monday to Friday local time). Any work performed outside BackGround's normal office hours will be billed at the rate of 150% of the normal billing rate. The price quoted does not reflect any Travel & Lodging expenses, which will be applicable, in the case that the engagement is outside the Greater Toronto Area. All rates are in \$CDN and exclusive of taxes.</p>	\$51,000.00
Estimated Total	\$51,000.00

Customer acknowledges that any additional or conflicting terms and conditions contained in Customer's Purchase Order shall not be applicable to the services performed hereunder, even if BackGround uses such purchase order for invoicing purposes. The Customer representative signing below hereby attests and acknowledges that in the event that his/her company does not issue a Purchase Order prior to commencement of the services listed herein, Customer will execute BackGround's Purchase Order Exception Form.

By: _____
 Authorized Customer Representative

By: _____
 Authorized BackGround Representative