

BackGround Software Inc. - Professional Services
 Non-managed Services
Consulting Services Agreement

**Exhibit B - OS390 System Configuration & Tuning for Security
 Consulting Services Agreement (CSA)**

Customer Information

| | | | |
|------------------|-----------------------|---------------|--------------------------------|
| Customer: | WidgetCo Inc. | Consultant | BGD (BackGround) Software Inc. |
| | | Date: | November 4, 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>OS390 System Configuration & Tuning for Security is a time and materials, customer managed consulting engagement, for which BackGround Software Inc. will supply the following resources:</p> <p>1. System Programmer for a period of 5 (five) day(s) at the Widget site</p> <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> | \$18,000.00 |
| Estimated Total | \$18,000.00 |

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