VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

\- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario) and a letter agreement dated the date hereof among VTH, the Shareholder and 6883621 Canada Inc. (the "**Letter Agreement**")

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Subject Shares**" means the Common Shares listed on Schedule A and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed by the Shareholder or any of its affiliates.

"**Voting Support Outside Date**" means 11:59 p.m. (Pacific time) on December 31, 2017, or such later date as may be agreed to by the Parties.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors’ rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.

(d) The Shareholder is, and immediately prior to the Effective Time will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and immediately prior to the Effective Time, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of each of VTH, enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound, respectively; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:

(i) without having first obtained the prior written consent of VTH, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or the Letter Agreement or to one or more corporations directly or indirectly wholly-owned by the Shareholder without affecting beneficial ownership or control or direction over the Subject Shares;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A:

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of the applicable type(s) of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares eligible to be voted to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares eligible to be voted as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares eligible to be voted in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by the Purchaser or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) knowingly participate in any discussions or negotiations with any Person (other than VTH or any of its affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by the Purchaser or an affiliate of the Purchaser pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(f) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

(g) At the request of VTH, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a shareholder to assist the Company and the Purchaser to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with VTH and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless the Purchaser reimburses the Shareholder for such expenses**.**

(h) The Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(i) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

(i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

(ii) without the prior written consent of the Shareholder (not to be unreasonably withheld, conditioned or delayed), the amendment of the Arrangement Agreement in a manner that materially impacts the Shareholder, provided, for greater certainty, that the Shareholder shall not be entitled to terminate this Agreement under this subsection (b)(ii) upon any termination of the Arrangement Agreement; or

(iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

(i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

(ii) the Shareholder has not complied in any material respect with its covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement;

(d) the termination of the Letter Agreement;

(e) the acquisition of the Subject Shares by VTH or the Purchaser; and

(f) the Voting Support Outside Date.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Parties specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) five business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) five business days prior to the Voting Support Outside Date and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

Subject to the terms of the Letter Agreement, if the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as shareholder.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement, together with the Letter Agreement, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/oVector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party’s address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party’s legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Independent Legal Advice

Each of the Parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.13 Further Assurances

The Parties will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

VECTOR TALENT HOLDINGS LLC

By: "Andy Fishman"
Name: Andy Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the _22_ day of February, 2017.

Françoise Slaunwhite
Witness

"Michael Slaunwhite"
Name: Michael Slaunwhite

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options	Number of Restricted Share Units	Number of Performance Share Units
Michael Slaunwhite	4,644,445	Vested: N/A Unvested: N/A	Vested: N/A Unvested: N/A	Vested: N/A Unvested: N/A
6883621 Canada Inc.	2,222,367	Vested: N/A Unvested: N/A	Vested: N/A Unvested: N/A	Vested: N/A Unvested: N/A

Address for Notice:
[redacted]
Email: [redacted]

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Sub-Hurdle Proposal**" means a Superior Proposal (as defined in the Arrangement Agreement) from any Person or group of Persons that provides for a cash purchase price per Share of not more than $13.38, including any amendments to such Superior Proposal that does not involve a cash purchase price per Share of more than $13.38.

"**Subject Shares**" means the Common Shares listed on Schedule A and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Shareholder or any of its affiliates.

"**Voting Support Outside Date**" means the earlier of June 30, 2017, or such later date as may be agreed to by the Parties or the date of the termination of the Arrangement Agreement; provided, however, that the applicable restrictions and obligations of Section 3.1 of this Agreement with respect to any Sub-Hurdle Proposal shall survive until such Sub-Hurdle Proposal is publicly withdrawn.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.

(d) The Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(k) The Shareholder, any affiliate of the Shareholder and any beneficial owner of the Subject Shares has currently, and at all times between the date hereof and the Effective Time will have, filed all reports, if any, required under applicable Law in respect of the Subject Shares and have otherwise complied in all material respects with all applicable Laws in respect of the Subject Shares.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of VTH enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's respective ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:

(i) without having first obtained the prior written consent of Parent, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto:

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) The Shareholder hereby covenants, undertakes and agrees, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the Shareholders, whether or not it may be recommended by the Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares, and, in the event the Board makes a Change in Recommendation, the Shareholder will, if, when and in the manner requested by VTH, publicly affirm its commitment to vote in favour of the Arrangement.

(f) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than VTH) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, exercise any dissent rights in respect of the Arrangement.

(h) The Shareholder will, and will cause each of its affiliates to, immediately cease any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than VTH) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) At the request of VTH or the Company, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a Shareholder to assist the Company and VTH to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with VTH and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless VTH reimburses the Shareholder for such expenses.

(j) The Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; provided the Shareholder has been provided a draft to review in advance of any filing or publication and any comments from the Shareholder are reasonably considered; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(k) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

3.2 Superior Proposal.

Notwithstanding anything in Section 3.1 to the contrary, the Shareholder, when not otherwise in default in performance of its obligations under this Agreement, may refrain from voting the Subject Shares in favour of the Arrangement and vote the Subject Shares in favour of a Superior Proposal (as defined in the Arrangement Agreement) that is recommended by the Board in accordance with the terms of the Arrangement Agreement and that provides for a cash purchase price per Share of more than $13.38 and shall not be subject to the restrictions or obligations in Section 3.1 with respect to any actions taken or not taken in connection with such Superior Proposal.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

(i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

(ii) without the prior written consent of the Shareholder, there is any decrease or change in the form of Consideration set out in the Arrangement Agreement; or

(iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

(i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

(ii) the Shareholder has not complied in any material respect with their covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement; and

(d) the acquisition of the Subject Shares by VTH; and

(e) the Voting Support Outside Date.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) five business days prior to the Voting Support Outside Date and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

Upon termination or expiration of this Agreement, no Party shall have any further obligations or liabilities under this Agreement; provided, however, that such termination or expiration shall not relieve any Party from liability for any fraud, willful and material breach of this Agreement or acts of bad faith prior to termination hereof.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as Shareholder.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/oVector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this

Agreement without the prior written consent of the other parties hereto, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

4.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.14 Further Assurances

The parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

PURCHASER:

VECTOR TALENT HOLDINGS LLC

By: "Andy Fishman"
Name: Andy Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the 22nd day of February, 2017.

JMI EQUITY FUND V, L.P.

By: JMI Associates V, L.L.C, its General Partner

By: "Harry Gruner"
Name: Harry Gruner
Title: Managing Member

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options*	Number of Restricted Share Units*	Number of Performance Share Units
JMI Equity Fund VI, L.P.	1,909,148	Vested: 47,800 Unvested: 12,300	Vested: Unvested: 2,100	Vested: Unvested:

*vested/unvested determined as of February 28, 2017

Address for Notice:

Name: [redacted]

Address: [redacted]

[redacted]

Facsimile: [redacted]

Email: [redacted]

with a copy to:

Goodwin Procter LLP
901 New York Ave., NW
Washington, DC 20001
Attn: Josh Klatzkin
(202) 346 4129
jklatzkin@goodwinlaw.com

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

\- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Permitted Transfer**" means any of the following: (i) any Transfer by the Shareholder to any person that, prior to and as a condition thereof, enters into and delivers to VTH a voting support agreement in favor of VTH substantially in the form of this Agreement with respect to the Subject Shares transferred to such person; (ii) from and after the date hereof and prior to the Record Date, any Transfer by the Shareholder other than pursuant to clause (i) that, together with all other Transfers by the Shareholder other than pursuant to clause (i) during such period, does not in the aggregate represent more than 50% of the number of Common Shares set forth on Schedule A hereto; and (iii) after the Record Date, any Transfer.

"**Record Date**" means the record date for the Shareholders Meeting.

"**Subject Shares**" means the Common Shares listed on Schedule A hereto.

"**Transfer**" has the meaning ascribed thereto in Section 3.1(a).

"**Voting Support Outside Date**" means June 30, 2017, or such later date as may be agreed to by the Parties.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) as follows as of the date hereof:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A (except for any Subject Shares previously disposed of in one or more Permitted Transfers). Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or (to the Shareholder's knowledge) any of its affiliates.

(d) The Shareholder currently has, and (except for any Subject Shares previously disposed of in one or more Permitted Transfers) immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement will have, the sole power to sell and vote or direct the sale and voting of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and (except with respect to any Subject Shares previously disposed of in one or more Permitted Transfers) immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder or any affiliate of the Shareholder, or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound, (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder or (iv) any Law applicable to the Shareholder.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of VTH enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not:

(i) without having first obtained the prior written consent of VTH, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares (each, a "Transfer") or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction or in one or more Permitted Transfers;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto (except for any Subject Shares disposed of in one or more Permitted Transfers prior to the Record Date):

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares (except for any Subject Shares previously disposed of in one or more Permitted Transfers prior to the Record Date) as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares (except for any Subject Shares previously disposed of in one or more Permitted Transfers prior to the Record Date) in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1. The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above. Notwithstanding the foregoing, nothing in this Agreement shall limit or restrict the Shareholder from, subject to Section 3.1(f) below, voting in the Shareholder's sole discretion on any matter other than matters referred to in this Section 3.1(b) and Section 3.1(d) below.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares (except for any Subject Shares previously disposed of in one or more Permitted Transfers prior to the Record Date) against any proposed action by the Company, any other shareholder of the Company, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) Subject to Section 3.3, the Shareholder hereby covenants, undertakes and agrees, from the date hereof until the Expiry Time, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the shareholders of the Company, whether or not it may be recommended by the Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares.

(f) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than VTH) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Shareholder will not exercise any dissent rights in respect of the Arrangement.

(h) The Shareholder will, and will cause each of its affiliates to, immediately cease any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than VTH) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) RESERVED.

(j) The Shareholder hereby consents to:

    (i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; provided the Shareholder has been provided a draft to review in advance of any filing or publication and any comments from the Shareholder are reasonably considered; and

    (ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(k) Except as required by Law or applicable stock exchange requirements, or at the request or demand of any regulator or other Governmental Authority having jurisdiction over the Shareholder, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

3.2 Alternative Transaction

In the event that, in lieu of or in conjunction with the Arrangement, VTH seeks to complete the acquisition of Shares other than as contemplated by the Arrangement Agreement on a basis that: (a) provides for economic terms which, in relation to the Shareholder and its affiliates which beneficially own Subject Shares, on an after-tax basis, are at least equivalent to or better than those contemplated by the Arrangement Agreement; and (b) is otherwise on terms and conditions not more onerous on the Shareholder and its affiliates which beneficially own Subject Shares than the Arrangement (any such transaction, an "**Alternative Transaction**"), then the Shareholder shall, during the term of this Agreement, upon request of VTH, support the completion of such Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement, including by (i) depositing or causing the deposit of its Subject Shares (except for any Subject Shares previously disposed of in one or more Permitted Transfers) into an Alternative Transaction conducted by way of a take-over bid made by VTH or an affiliate of Purchaser and not withdrawing them; and/or (ii) voting or causing to be voted all of the Subject Shares (except for any Subject Shares previously disposed of in one or more Permitted Transfers) in favour of, and not dissenting or abstaining from, such Alternative Transaction proposed by VTH and, in the event of any proposed Alternative Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "Alternative Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

3.3 Superior Proposal.

Notwithstanding anything in Section 3.1 or Section 3.2 to the contrary, the Shareholder, when not otherwise in default in performance of its obligations under this Agreement, may refrain from voting the Subject Shares in favour of the Arrangement and vote the Subject Shares in favour of a Superior Proposal (as defined in the Arrangement Agreement) that is recommended by the Board in accordance with the terms of the Arrangement Agreement and that provides for consideration per Share (in the form of cash or otherwise) with a value of more than $13.38 (a "Threshold Superior Proposal") and shall not be subject to the restrictions or obligations in Section 3.1 with respect to any actions taken or not taken in connection with such Threshold Superior Proposal or the obligations in Section 3.2. Alternatively and without limiting the Shareholder's rights under the preceding sentence, in the event of a Threshold Superior Proposal, the Shareholder shall have the right to notify VTH that the Shareholder is unilaterally terminating this Agreement, and immediately upon the giving of such notice this Agreement shall be of no further force and effect with respect to the Shareholder.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

(i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

(ii) without the prior written consent of the Shareholder, (x) there is any decrease in the amount or change in the form of Consideration set out in the Arrangement Agreement or (y) the Arrangement Agreement is otherwise amended or modified, or any provision of the Arrangement Agreement is waived, in a manner materially adverse to the Shareholder; or

(iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of any such termination pursuant to clause (i) or (iii) above, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

(i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

(ii) subject to Section 4.3, the Shareholder has not complied in any material respect with its covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement;

(d) the acquisition of the Subject Shares by VTH;

(e) the Voting Support Outside Date;

(f) the Effective Time;

(g) the termination of the Arrangement Agreement in accordance with the terms thereof (including, without limitation, as a result of a decision by the Company to terminate the Arrangement Agreement contemporaneously with the entering into by the Company of a definitive agreement with a third party providing for an Acquisition Proposal that is a Superior Proposal); and

(h) the giving of notice by the Shareholder to VTH in connection with a Threshold Superior Proposal as set forth in Section 3.3.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b)(i) or (iii) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or

other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) five business days prior to the Voting Support Outside Date and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

Upon termination or expiration of this Agreement, no Party shall have any further obligations or liabilities under this Agreement; provided, however, that such termination or expiration shall not relieve any Party from liability for any willful and material breach of this Agreement prior to termination hereof.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal (other than, as provided in Section 3.3, in the event of a Threshold Superior Proposal) and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees and acknowledges that: (i) the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as a holder of the Common Shares indicated on Schedule A, and nothing herein shall limit or affect actions taken by, or otherwise obligate, the Shareholder or its affiliate in any other capacity; (ii) the Shareholder owes no fiduciary duties to VTH or any of its affiliates as a result of, or in connection with, this Agreement, the Arrangement Agreement or the transactions contemplated hereby and thereby.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/o Vector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

4.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.14 Further Assurances

The parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

4.16 No MNPI

VTH agrees that, so long as the Shareholder owns any Subject Shares, VTH will not (and will cause its affiliates, employees, agents, attorneys, advisors and other representatives to not) disclose to the Shareholder, without the Shareholder's prior written consent, any material non-public information regarding the Company, other than the existence and terms of this Agreement and the Arrangement Agreement as of the date hereof.

4.17 Most Favored Nation

VTH hereby represents and warrants to the Shareholder than neither VTH nor any of its affiliates has entered into or proposes to enter into any voting support agreement with any other securityholder of the Company with respect to the Arrangement that contains termination or liquidity provisions that are more favorable in any material respect, or any other provisions that are more favorable in the aggregate in any material respect, to such securityholder than those applicable to the Shareholder under this Agreement (a "**More Favorable Agreement**"). VTH hereby covenants that if VTH or any of its affiliates enters into a More Favorable Agreement, VTH shall promptly notify the Shareholder and, if the Shareholder so requests, amend this Agreement in such a way so that this Agreement is as favorable as the More Favorable Agreement in such respects.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

PURCHASER:

VECTOR TALENT HOLDINGS LLC

By: "Andrew Fishman"
Name: Andrew Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the 22nd day of February, 2017.

RGM CAPITAL, LLC

By: "Edward T. Calkus"
Name: Edward T. Calkus
Title: Chief Operating Officer

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options*	Number of Restricted Share Units*	Number of Performance Share Units
RGM Capital, LLC	1,963,657	Vested: 0 Unvested: 0	Vested 0 Unvested: 0	Vested: 0 Unvested: 0

Address for Notice:

[redacted]
Attn: [redacted]
Facsimile: [redacted]
Email: [redacted]

With a copy (which shall not constitute notice) to:

Richards Kibbe & Orbe LLP
200 Liberty Street
New York, NY 10281
Attn: Scott C. Budlong
Facsimile: (917) 344-8915
Email: sbudlong@rkollp.com

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Subject Shares**" means the Common Shares listed on Schedule A and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Shareholder or any of its affiliates.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.

(d) The Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for

the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(k) The Shareholder, any affiliate of the Shareholder and any beneficial owner of the Subject Shares has currently, and at all times between the date hereof and the Effective Time will have, filed all reports, if any, required under applicable Law in respect of the Subject Shares and have otherwise complied in all material respects with all applicable Laws in respect of the Subject Shares.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of VTH enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's respective ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:

(i) without having first obtained the prior written consent of VTH, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto:

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or

indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) The Shareholder hereby covenants, undertakes and agrees, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the Shareholders, whether or not it may be recommended by the Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares, and, in the event the Board makes a Change in Recommendation, the Shareholder will, if, when and in the manner requested by VTH, publicly affirm its commitment to vote in favour of the Arrangement.

(f) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of,

any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than VTH) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

(h) The Shareholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than VTH) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) At the request of VTH or the Company, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a Shareholder to assist the Company and VTH to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with VTH and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless VTH reimburses the Shareholder for such expenses.

(j) The Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(k) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

3.2 Alternative Transaction

In the event that, in lieu of or in conjunction with the Arrangement, VTH seeks to complete the acquisition of the Shares other than as contemplated by the Arrangement Agreement on a basis that: (a) provides for economic terms which, in relation to the Shareholder and its affiliates which beneficially own Subject Shares, on an after-tax basis, are at least equivalent to or better than those contemplated by the Arrangement Agreement; and (b) is otherwise on terms and conditions not materially more onerous on the Shareholder and its affiliates which beneficially own Subject Shares than the Arrangement (any such transaction, an "**Alternative Transaction**"), then the Shareholder shall, during the term of this Agreement, upon request of VTH, support the completion of such Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement, including by (i) depositing or causing the deposit of its Subject Shares into an Alternative Transaction conducted by way of a take-over bid made by VTH or an affiliate of Purchaser and not withdrawing them; and/or (ii) voting or causing to be voted all of the Subject Shares in favour of, and not dissenting or abstaining from, such Alternative Transaction proposed by VTH and, in the event of any proposed Alternative Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "Alternative Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

(i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

(ii) without the prior written consent of the Shareholder, there is any decrease or change in the form of Consideration set out in the Arrangement Agreement; or

(iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

(i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

(ii) the Shareholder has not complied in any material respect with their covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement;

(d) the acquisition of the Subject Shares by VTH; and

(e) termination of the Arrangement Agreement.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or

other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as Shareholder.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/oVector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

4.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.14 Further Assurances

The parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

PURCHASER:

VECTOR TALENT HOLDINGS LLC

By: "Andy Fishman"
Name: Andy Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the 22nd day of February, 2017.

"Rob Ashe"
Name: Rob Ashe

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options	Number of Restricted Share Units	Number of Performance Share Units
Rob Ashe	106,667	Vested: 53,250 Unvested: 25,050	Vested: Nil Unvested: 2,100	Vested: Nil Unvested: Nil

Address for Notice:

Name: [redacted]

Address: [redacted]

[redacted]

Facsimile:

Email: [redacted]

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VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

\- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Subject Shares**" means the Common Shares listed on Schedule A and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Shareholder or any of its affiliates.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.

(d) The Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for

the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(k) The Shareholder, any affiliate of the Shareholder and any beneficial owner of the Subject Shares has currently, and at all times between the date hereof and the Effective Time will have, filed all reports, if any, required under applicable Law in respect of the Subject Shares and have otherwise complied in all material respects with all applicable Laws in respect of the Subject Shares.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of VTH enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's respective ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:

(i) without having first obtained the prior written consent of VTH, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto:

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or

indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) The Shareholder hereby covenants, undertakes and agrees, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the Shareholders, whether or not it may be recommended by the Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares, and, in the event the Board makes a Change in Recommendation, the Shareholder will, if, when and in the manner requested by VTH, publicly affirm its commitment to vote in favour of the Arrangement.

(f) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of,

any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than VTH) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

(h) The Shareholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than VTH) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) At the request of VTH or the Company, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a Shareholder to assist the Company and VTH to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with VTH and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless VTH reimburses the Shareholder for such expenses.

(j) The Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(k) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

3.2 Alternative Transaction

In the event that, in lieu of or in conjunction with the Arrangement, VTH seeks to complete the acquisition of the Shares other than as contemplated by the Arrangement Agreement on a basis that: (a) provides for economic terms which, in relation to the Shareholder and its affiliates which beneficially own Subject Shares, on an after-tax basis, are at least equivalent to or better than those contemplated by the Arrangement Agreement; and (b) is otherwise on terms and conditions not materially more onerous on the Shareholder and its affiliates which beneficially own Subject Shares than the Arrangement (any such transaction, an "**Alternative Transaction**"), then the Shareholder shall, during the term of this Agreement, upon request of VTH, support the completion of such Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement, including by (i) depositing or causing the deposit of its Subject Shares into an Alternative Transaction conducted by way of a take-over bid made by VTH or an affiliate of Purchaser and not withdrawing them; and/or (ii) voting or causing to be voted all of the Subject Shares in favour of, and not dissenting or abstaining from, such Alternative Transaction proposed by VTH and, in the event of any proposed Alternative Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "Alternative Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

(i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

(ii) without the prior written consent of the Shareholder, there is any decrease or change in the form of Consideration set out in the Arrangement Agreement; or

(iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

(i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

(ii) the Shareholder has not complied in any material respect with their covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement;

(d) the acquisition of the Subject Shares by VTH; and

(e) termination of the Arrangement Agreement.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or

other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as Shareholder.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/oVector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

4.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.14 Further Assurances

The parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

PURCHASER:

VECTOR TALENT HOLDINGS LLC

By: "Andy Fishman"
Name: Andy Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the 22nd day of February, 2017.

"Timothy V. Williams"
Name: Timothy Williams

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options	Number of Restricted Share Units	Number of Performance Share Units
Tim Williams	Nil	Vested: 58,734 Unvested: 12,300	Vested: Nil Unvested: 2,100	Vested: Nil Unvested: Nil

<u>**Address for Notice**</u>:

Name: [redacted]

Address: [redacted]

Facsimile:

Email: [redacted]

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Subject Shares**" means the Common Shares listed on Schedule A and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Shareholder or any of its affiliates.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.

(d) The Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for

the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(k) The Shareholder, any affiliate of the Shareholder and any beneficial owner of the Subject Shares has currently, and at all times between the date hereof and the Effective Time will have, filed all reports, if any, required under applicable Law in respect of the Subject Shares and have otherwise complied in all material respects with all applicable Laws in respect of the Subject Shares.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of VTH enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's respective ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:

(i) without having first obtained the prior written consent of VTH, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto:

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or

indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) The Shareholder hereby covenants, undertakes and agrees, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the Shareholders, whether or not it may be recommended by the Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares, and, in the event the Board makes a Change in Recommendation, the Shareholder will, if, when and in the manner requested by VTH, publicly affirm its commitment to vote in favour of the Arrangement.

(f) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

   (i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

   (ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

   (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

   (iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of,

any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than VTH) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

(h) The Shareholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than VTH) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) At the request of VTH or the Company, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a Shareholder to assist the Company and VTH to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with VTH and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless VTH reimburses the Shareholder for such expenses.

(j) The Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(k) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

3.2 Alternative Transaction

In the event that, in lieu of or in conjunction with the Arrangement, VTH seeks to complete the acquisition of the Shares other than as contemplated by the Arrangement Agreement on a basis that: (a) provides for economic terms which, in relation to the Shareholder and its affiliates which beneficially own Subject Shares, on an after-tax basis, are at least equivalent to or better than those contemplated by the Arrangement Agreement; and (b) is otherwise on terms and conditions not materially more onerous on the Shareholder and its affiliates which beneficially own Subject Shares than the Arrangement (any such transaction, an "**Alternative Transaction**"), then the Shareholder shall, during the term of this Agreement, upon request of VTH, support the completion of such Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement, including by (i) depositing or causing the deposit of its Subject Shares into an Alternative Transaction conducted by way of a take-over bid made by VTH or an affiliate of Purchaser and not withdrawing them; and/or (ii) voting or causing to be voted all of the Subject Shares in favour of, and not dissenting or abstaining from, such Alternative Transaction proposed by VTH and, in the event of any proposed Alternative Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "Alternative Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

(i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

(ii) without the prior written consent of the Shareholder, there is any decrease or change in the form of Consideration set out in the Arrangement Agreement; or

(iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

(i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

(ii) the Shareholder has not complied in any material respect with their covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement;

(d) the acquisition of the Subject Shares by VTH; and

(e) termination of the Arrangement Agreement.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or

other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as Shareholder.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/oVector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

4.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.14 Further Assurances

The parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

PURCHASER:

VECTOR TALENT HOLDINGS LLC

By: "Andy Fishman"
Name: Andy Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the 22nd day of February, 2017.

"Deb Besemer"
Name: Deborah Besemer

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options	Number of Restricted Share Units	Number of Performance Share Units
Deb Besemer	Nil	Vested: 13,750 Unvested: 31,050	Vested: Nil Unvested: 2,100	Vested: Nil Unvested: Nil

Address for Notice:

Name: [redacted]

Address: [redacted]

Facsimile:

Email: [redacted]

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VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Subject Shares**" means the Common Shares listed on Schedule A and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Shareholder or any of its affiliates.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.

(d) The Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for

the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(k) The Shareholder, any affiliate of the Shareholder and any beneficial owner of the Subject Shares has currently, and at all times between the date hereof and the Effective Time will have, filed all reports, if any, required under applicable Law in respect of the Subject Shares and have otherwise complied in all material respects with all applicable Laws in respect of the Subject Shares.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of VTH enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's respective ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:

(i) without having first obtained the prior written consent of VTH, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto:

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or

indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) The Shareholder hereby covenants, undertakes and agrees, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the Shareholders, whether or not it may be recommended by the Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares, and, in the event the Board makes a Change in Recommendation, the Shareholder will, if, when and in the manner requested by VTH, publicly affirm its commitment to vote in favour of the Arrangement.

(f) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of,

any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than VTH) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

(h) The Shareholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than VTH) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) At the request of VTH or the Company, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a Shareholder to assist the Company and VTH to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with VTH and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless VTH reimburses the Shareholder for such expenses.

(j) The Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(k) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

3.2 Alternative Transaction

In the event that, in lieu of or in conjunction with the Arrangement, VTH seeks to complete the acquisition of the Shares other than as contemplated by the Arrangement Agreement on a basis that: (a) provides for economic terms which, in relation to the Shareholder and its affiliates which beneficially own Subject Shares, on an after-tax basis, are at least equivalent to or better than those contemplated by the Arrangement Agreement; and (b) is otherwise on terms and conditions not materially more onerous on the Shareholder and its affiliates which beneficially own Subject Shares than the Arrangement (any such transaction, an "**Alternative Transaction**"), then the Shareholder shall, during the term of this Agreement, upon request of VTH, support the completion of such Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement, including by (i) depositing or causing the deposit of its Subject Shares into an Alternative Transaction conducted by way of a take-over bid made by VTH or an affiliate of Purchaser and not withdrawing them; and/or (ii) voting or causing to be voted all of the Subject Shares in favour of, and not dissenting or abstaining from, such Alternative Transaction proposed by VTH and, in the event of any proposed Alternative Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "Alternative Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

(i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

(ii) without the prior written consent of the Shareholder, there is any decrease or change in the form of Consideration set out in the Arrangement Agreement; or

(iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

(i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

(ii) the Shareholder has not complied in any material respect with their covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement;

(d) the acquisition of the Subject Shares by VTH; and

(e) termination of the Arrangement Agreement.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or

other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as Shareholder.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/oVector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

4.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.14 Further Assurances

The parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

PURCHASER:

VECTOR TALENT HOLDINGS LLC

By: "Andy Fishman"
Name: Andy Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the 22nd day of February, 2017.

"Peter Hoult"
Name: Peter Hoult

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options	Number of Restricted Share Units	Number of Performance Share Units
Peter Hoult	244,252	Vested: 15,000 Unvested: 12,300	Vested: Nil Unvested: 2,100	Vested: Nil Unvested: Nil

Address for Notice:

Name: [redacted]

Address: [redacted]

Facsimile:

Email: [redacted]

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Subject Shares**" means the Common Shares listed on Schedule A and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Shareholder or any of its affiliates.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.

(d) The Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for

the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(k) The Shareholder, any affiliate of the Shareholder and any beneficial owner of the Subject Shares has currently, and at all times between the date hereof and the Effective Time will have, filed all reports, if any, required under applicable Law in respect of the Subject Shares and have otherwise complied in all material respects with all applicable Laws in respect of the Subject Shares.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of VTH enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's respective ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:

(i) without having first obtained the prior written consent of VTH, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto:

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or

indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) The Shareholder hereby covenants, undertakes and agrees, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the Shareholders, whether or not it may be recommended by the Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares, and, in the event the Board makes a Change in Recommendation, the Shareholder will, if, when and in the manner requested by VTH, publicly affirm its commitment to vote in favour of the Arrangement.

(f) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of,

any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than VTH) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

(h) The Shareholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than VTH) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) At the request of VTH or the Company, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a Shareholder to assist the Company and VTH to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with VTH and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless VTH reimburses the Shareholder for such expenses.

(j) The Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(k) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

3.2 Alternative Transaction

In the event that, in lieu of or in conjunction with the Arrangement, VTH seeks to complete the acquisition of the Shares other than as contemplated by the Arrangement Agreement on a basis that: (a) provides for economic terms which, in relation to the Shareholder and its affiliates which beneficially own Subject Shares, on an after-tax basis, are at least equivalent to or better than those contemplated by the Arrangement Agreement; and (b) is otherwise on terms and conditions not materially more onerous on the Shareholder and its affiliates which beneficially own Subject Shares than the Arrangement (any such transaction, an "**Alternative Transaction**"), then the Shareholder shall, during the term of this Agreement, upon request of VTH, support the completion of such Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement, including by (i) depositing or causing the deposit of its Subject Shares into an Alternative Transaction conducted by way of a take-over bid made by VTH or an affiliate of Purchaser and not withdrawing them; and/or (ii) voting or causing to be voted all of the Subject Shares in favour of, and not dissenting or abstaining from, such Alternative Transaction proposed by VTH and, in the event of any proposed Alternative Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "Alternative Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

(i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

(ii) without the prior written consent of the Shareholder, there is any decrease or change in the form of Consideration set out in the Arrangement Agreement; or

(iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

(i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

(ii) the Shareholder has not complied in any material respect with their covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement;

(d) the acquisition of the Subject Shares by VTH; and

(e) termination of the Arrangement Agreement.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or

other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as Shareholder.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/oVector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

4.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.14 Further Assurances

The parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

PURCHASER:

VECTOR TALENT HOLDINGS LLC

By: "Andy Fishman"
Name: Andy Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the 22nd day of February, 2017.

"Les Rechan"
Name: Les Rechan

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options	Number of Restricted Share Units	Number of Performance Share Units
Les Rechan	64,100	Vested: 170,000 Unvested: 487,500	Vested: 40,000 Unvested :120,000	Vested: Nil Unvested: Nil

<u>**Address for Notice**</u>:

Name: [redacted]

Address: [redacted]

[redacted]

Facsimile:

Email: [redacted]

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6684004 v1

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of February 22, 2017

AMONG:

The person executing this Agreement as "the Shareholder" (the "**Shareholder**")

- and -

VECTOR TALENT HOLDINGS LLC, a limited liability company existing under the laws of Delaware ("**VTH**")

RECITALS:

WHEREAS, in connection with an arrangement agreement dated the date hereof (the "**Arrangement Agreement**"), VTH is proposing to indirectly acquire all of the issued and outstanding common shares (the "**Common Shares**") of Halogen Software Inc. (the "**Company**"), subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Ontario);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Arrangement Agreement**" means the arrangement agreement dated as of the date hereof between VTH and the Company, a copy of which has been provided to the Shareholder;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Notice**" has the meaning ascribed thereto in Section 4.9; and

"**Parties**" means the Shareholder and VTH and "**Party**" means any one of them.

"**Subject Shares**" means the Common Shares listed on Schedule A and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Shareholder or any of its affiliates.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to $ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Pacific Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to VTH (and acknowledges that VTH is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

(a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.

(b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.

(d) The Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.

(e) The Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by VTH under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.

(f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for

the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.

(g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.

(h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

(i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

(j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(k) The Shareholder, any affiliate of the Shareholder and any beneficial owner of the Subject Shares has currently, and at all times between the date hereof and the Effective Time will have, filed all reports, if any, required under applicable Law in respect of the Subject Shares and have otherwise complied in all material respects with all applicable Laws in respect of the Subject Shares.

2.2 Representations and Warranties of VTH

VTH represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

(a) VTH is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by VTH and constitutes a legal, valid and binding agreement of VTH enforceable against VTH in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(b) None of the execution and delivery by VTH of this Agreement or the compliance by VTH with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of VTH; (ii) any contract to which VTH is a party or by which VTH is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

(c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by VTH in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by VTH of the Arrangement, other than those which are contemplated by the Arrangement Agreement.

(d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of VTH, threatened against or affecting VTH or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on VTH's respective ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Shareholder

(a) The Shareholder hereby covenants with VTH that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:

(i) without having first obtained the prior written consent of VTH, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.

(b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto:

(i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Shareholder Meeting; and

(ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.The Shareholder will provide copies of each such proxy or voting instruction form referred to above to VTH at the address below concurrently with its delivery as provided for above.

(c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or

indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

(e) The Shareholder hereby covenants, undertakes and agrees, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the Shareholders, whether or not it may be recommended by the Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares, and, in the event the Board makes a Change in Recommendation, the Shareholder will, if, when and in the manner requested by VTH, publicly affirm its commitment to vote in favour of the Arrangement.

(f) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with VTH in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit VTH in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with VTH in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of,

any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than VTH) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by VTH or an affiliate of VTH pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

(h) The Shareholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than VTH) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) At the request of VTH or the Company, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a Shareholder to assist the Company and VTH to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with VTH and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless VTH reimburses the Shareholder for such expenses.

(j) The Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, VTH or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(k) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of VTH.

3.2 Alternative Transaction

In the event that, in lieu of or in conjunction with the Arrangement, VTH seeks to complete the acquisition of the Shares other than as contemplated by the Arrangement Agreement on a basis that: (a) provides for economic terms which, in relation to the Shareholder and its affiliates which beneficially own Subject Shares, on an after-tax basis, are at least equivalent to or better than those contemplated by the Arrangement Agreement; and (b) is otherwise on terms and conditions not materially more onerous on the Shareholder and its affiliates which beneficially own Subject Shares than the Arrangement (any such transaction, an "**Alternative Transaction**"), then the Shareholder shall, during the term of this Agreement, upon request of VTH, support the completion of such Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement, including by (i) depositing or causing the deposit of its Subject Shares into an Alternative Transaction conducted by way of a take-over bid made by VTH or an affiliate of Purchaser and not withdrawing them; and/or (ii) voting or causing to be voted all of the Subject Shares in favour of, and not dissenting or abstaining from, such Alternative Transaction proposed by VTH and, in the event of any proposed Alternative Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "Alternative Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

ARTICLE 4
GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

(a) the mutual agreement in writing of the Parties;

(b) written notice by the Shareholder to VTH if:

  (i) subject to Section 4.3, any representation or warranty of VTH under this Agreement is untrue or incorrect in any material respect;

  (ii) without the prior written consent of the Shareholder, there is any decrease or change in the form of Consideration set out in the Arrangement Agreement; or

  (iii) subject to Section 4.3, VTH has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder is not in material default in the performance of its obligations under this Agreement;

(c) written notice by VTH to the Shareholder if:

  (i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

  (ii) the Shareholder has not complied in any material respect with their covenants contained herein;

provided that at the time of such termination, VTH is not in material default in the performance of its obligations under this Agreement;

(d) the acquisition of the Subject Shares by VTH; and

(e) termination of the Arrangement Agreement.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Sections 4.1(b) or 4.1(c). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the parties (or remedies with respect thereto).

(b) The Shareholder may not exercise its right to terminate this Agreement pursuant to Sections 4.1(b)(i) or 4.1(b)(iii) and VTH may not exercise its right to terminate this Agreement pursuant to Section 4.1(c) unless the Party seeking to terminate the Agreement delivers a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or

other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Company Meeting, provided that a party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Company Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Company Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

4.4 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.5 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.6 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, provided that the Shareholder agrees and acknowledges that this Agreement may not be terminated by the Shareholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of a Superior Proposal. VTH further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as Shareholder.

4.7 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to VTH:

c/oVector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, California 94105
Attention: David Fishman, Managing Director
Facsimile: 415-293-5100

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9
Attention: John Ciardullo
Facsimile: (416) 869-5235

with a copy to:

Paul Hasting LLP
55 Second Street
24th Floor
San Francisco, California 94105
Attention: Steve Camahort
Telephone: (415) 856-7000

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, provided that VTH may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, VTH shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

4.12 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

4.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.14 Further Assurances

The parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

PURCHASER:

VECTOR TALENT HOLDINGS LLC

By: "Andy Fishman"
Name: Andy Fishman
Title: Manager

SHAREHOLDER:

Accepted and agreed to with effect from the 22nd day of February, 2017.

"Pete Low"
Name: Pete Low

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Options	Number of Restricted Share Units	Number of Performance Share Units
Pete Low	64,868	Vested: 95,000 Unvested: 108,334	Vested: Nil Unvested: Nil	Vested: Nil Unvested: 4,000

Address for Notice:

Name: [redacted]

Address: [redacted]

Facsimile:

Email: [redacted]