

This is an Agreement of the Terms of Use of LawStream Pro Law Office Management Software

Between:

POWERSOFT INNOVATIONS CORPORATION,  
a British Columbia Company with an address at  
1137 North Road, Gabriola Island, B.C. CANADA V0R 1X3  
(herein referred to as "PowerSoft")

And:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(a user of the computer system referred to in this Agreement, and herein referred to as "the Licensee")

PowerSoft grants to the Licensee, in consideration of payment to PowerSoft of the sum of: \$ \_\_\_\_\_

(eight hundred  U.S. dollars  Canadian dollars  British pounds)

the rights and license to use the computer software, procedures, manuals and any other property (tangible or intellectual) related to the timekeeping, billing, accounting and related systems commonly known as the LawStream Pro Law Office Management System developed and marketed by PowerSoft (which products and property are herein referred to as "LawStream Pro") during the currency of this Agreement. Those rights and license (herein referred to as "the License") hereby provide to the Licensee, the non-transferable, non-exclusive and non-assignable right to use LawStream Pro on any computers, provided that such use is limited to use by the Licensee or any employees, accountants, or other persons working for or with the Licensee in connection with the specific business of the Licensee. This License shall continue without termination, unless the Licensee is in default of any of the terms hereof, in which case the rights of the Licensee hereunder shall be terminated forthwith. PowerSoft shall retain all other proprietary rights to LawStream Pro. The Licensee shall neither modify nor allow anyone to modify, any of the LawStream Pro materials in any way that would remove copyright, trademark or other identifying or proprietary marks or notices from them. The Licensee acknowledges the copyrights retained by PowerSoft in connection with LawStream Pro, and agrees not to make any copies, nor to allow any copies to be made, of LawStream Pro, save and except for those copies that are reasonably necessary for backup and other purposes permitted hereunder (including any extra copies that are required for use in a multi-user environment as may be permitted by PowerSoft).

Any use of LawStream pursuant to this Agreement shall be limited to use by a maximum of 1 (one) person at any time on the LawStream Pro system delivered to the Licensee.

PowerSoft warrants to the Licensee that:

- (a) LawStream Pro shall operate on any Macintosh computer operating at a speed of 1.33GHz or faster, with at least 500MB of available internal application memory and adequate disk storage, using standard Mac OSX system software, and a G4 or more advanced processor, or any standard IBM-compatible PC operating at a speed of 1.5GHz or faster, with at least 500MB of internal application memory and a hard drive with 40GB or more of space using Windows XP or similar (or more advanced) operating system software;
- (b) LawStream Pro shall perform substantially all the functions and have all the features set forth in the promotional materials delivered to the Licensee by PowerSoft (or, in the absence of such delivery, the materials published by PowerSoft at its [www.lawstream.com](http://www.lawstream.com) web site); and
- (c) LawStream Pro is substantially error-free, and PowerSoft shall during the currency of this Agreement, use its best efforts to correct, as soon as possible, any errors in LawStream that the Licensee brings to PowerSoft's attention.

This Agreement is the entire agreement between the parties hereto, except for any collateral written agreement signed by both parties. Apart from this License, and apart from any such signed written agreement, there are no agreements, conditions, warranties, representations or terms of any kind whatsoever, express or implied between the parties hereto, regarding the subject matter of this License. PowerSoft's liability and the Licensee's remedies in connection with this Agreement shall be limited to the payment and recovery of any support fees paid by the Licensee to PowerSoft during the year preceding the date any claim might arise in favour of the Licensee against PowerSoft. During the initial year of use of LawStream Pro by the Licensee, support fees shall be deemed to be the amount of fees normally charged to the Licensee on an annual basis for support after the first year. This is a licensing of software rights, and not the sale of a tangible product. The return or cessation of use of LawStream Pro shall not entitle the Licensee to any rights to claim a return of the license fee. Without limiting the generality of the foregoing, PowerSoft shall not be liable for any direct, indirect or consequential damage caused by any defect in LawStream Pro, apart from the specific warranties herein.

The Licensee acknowledges responsibility for the proper, professional and effective use of LawStream Pro, and for using proper procedures for accounting and all other aspects of the Licensee's business, including full and proper compliance with any and all requirements imposed by any agency, professional association, or any other body or board governing the Licensee's business.

PowerSoft shall provide prompt and informative support to the Licensee at all reasonable times for a period of one year from the date of PowerSoft's delivery of LawStream Pro to the Licensee, according to procedures and policies established by LawStream Pro and accessible from the Product Details and User Support areas of the LawStream Pro web site, including the Licensee's obligation first to seek assistance and support through LawStream Pro's built-in help system, reference materials published on the LawStream web site, and inquiries and searches at LawStream Pro's bulletin board.

This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia. Wherever the wording of this Agreement refers directly or indirectly to a specific gender, the same shall be construed as meaning any other gender that the context or the parties might require. Wherever the wording of this Agreement refers directly or indirectly to a specific number (i.e., either singular or plural), the same shall be construed as meaning the other number if the parties or the context so requires.

In witness of that, the parties hereto have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_

Signed, sealed and delivered by the Licensee:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signed, sealed and delivered by PowerSoft:

\_\_\_\_\_  
PowerSoft Innovations Corporation  
per: Patricia A. Pope