



KORBITEC Inc.

Agreement between Korbitec Inc. (hereinafter "Korbitec")

and

_____ **(Firm Name)**

Located _____

(hereinafter "the Firm" or "you")

Automated Law Office Software End User License Agreement (EULA)

1. Definitions
 - a. All capitalized terms in this Agreement shall, unless otherwise defined in this Agreement, have the definition noted on the web site (as hereinafter defined). "web site" means <http://www.korbitec.ca> or www.korbitecInc.com.
2. Term
 - a. This Agreement will commence on the Signature Date and will remain in force indefinitely until terminated in accordance with the remaining provisions of this Agreement.
3. Your use of the Software constitutes acceptance of the terms and conditions of this Agreement and our Privacy Policy.
4. Acceptable use
 - a. Each instance of the Software for use on one personal computer or other device, either directly or through a network, requires a license and is subject to payment terms (License Fee) as described hereunder.
5. Payment for Software
 - a. You shall pay to Korbitec License Fees for the use of the Software as detailed in Annexure A (License Fees) attached hereto plus applicable taxes.
 - b. Korbitec may change License Fees and minimum requirements at any time provided that Korbitec gives you not less than 30 (thirty) calendar days notice of any change to the License Fees. The Firm agrees to pay the new License Fees.
6. Upgrading of Software
 - a. The Firm is obliged to either update the Software as and when an upgrade becomes available or to enable the Software to perform automatic updates. Failure to do so could result in the Software becoming inoperable or becoming obsolete in terms of complying with legislation and/or with industry practice. Whilst Korbitec will use its reasonable efforts to remain up to date with current legislation and best industry practice, Korbitec does not represent or warrant that either the current version of the Software or any upgrades, updates or enhancements thereto are or will be up to date with the then current legislation and/or industry practice. In no event shall Korbitec be liable or responsible for any claims, damages, losses or liabilities incurred or suffered by the Firm arising from, relating to or in connection with the Software not being up to date with the then current legislation and/or industry practice.
7. License Rights; Confidentiality
 - a. During the term of this Agreement, Korbitec grants you a non-exclusive license to use the Software upon the terms and conditions of this Agreement. The license may not be transferred without Korbitec's written consent which may be withheld. You agree that Korbitec retains sole ownership and all other rights including, without limitation, intellectual property rights to the Software.
 - b. The Software and the database used by the Software contains confidential and proprietary information belonging to Korbitec. As a result any use, disclosure, access, reproduction or derivation of the Software or database by the Firm, its agents or employees or any third party is strictly prohibited, unless the use is strictly permitted by this Agreement or has been authorised in writing by Korbitec. Failure to abide by this clause constitutes a material breach of this Agreement and entitles Korbitec to terminate this Agreement.
 - c. The Firm, its employees agents and subcontractors may not modify, translate, reverse engineer, decompile, disassemble or create derivative works of the Software and the database associated with the Software or otherwise attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any Software protection mechanisms in the Software including, without limitation, any such mechanism used to restrict or control the functionality of the Software or

derive the source code or the underlying ideas, algorithms, structure or organisational form of the Software. The Firm hereby agrees that it will at all times, including during and after the term of this Agreement, keep the Software and its associated database as well as all information relating to the Firm's use of the Software such as, but not limited to, benchmarks, performance results and other information, confidential and the Firm shall not use or disclose any such information unless otherwise expressly agreed in writing by Korbitec.

8. Termination of Agreement

- a. This Agreement will remain in force indefinitely after the Signature Date provided that either party may at any time cancel this Agreement by giving the other party 30 (thirty) calendar days written notice to that effect.
- b. Korbitec is entitled to terminate this Agreement immediately without prejudice to any other rights or remedies, including the right to claim damages that it may have in law, if the Firm fails to comply with any material provision in this Agreement including, without limitation, a default in payment of the License Fees.
- c. Upon termination of this Agreement, you will cease to have any right to use the Software. At any time upon written request or upon the termination of this Agreement you shall return to Korbitec all originals and copies of the Software and any and all documents, materials and information relating to the Software or any information supplied to you by Korbitec, whether in printed or electronic form, within your possession or control or, at Korbitec's direction, you shall uninstall and/or destroy all such materials. You hereby agree to give Korbitec access to all places to remove or uninstall the Software from all computers at the Firm following the termination of this Agreement.

9. Warranties

- a. Korbitec warrants that the Software will perform substantially in accordance with the published specification for a period of 90 (ninety) calendar days from the date of receipt, but makes no representation or warranty as to any defects or errors discovered after the 90 (ninety) day period.
- b. Save as expressly provided for in this Agreement, Korbitec gives no warranty and makes no representation of any kind, express or implied of whatsoever nature, including without limitation as to the condition, quality, performance, merchantability or fitness of or relating to the Software. Without limiting the foregoing Korbitec does not represent or warrant that the functions contained in the Software will meet your requirements or that the Software will be error-free.
- c. It is the Firm's responsibility to ensure that the facilities and functions thereof meet the Firm's requirements.

10. Disclaimer

- a. Korbitec shall not be liable for any indirect, special, incidental or consequential damages of any kind whatsoever and howsoever incurred which may be suffered by the Firm or its clients or any other person arising from, relating to or in connection with the Software (including but not limited to):
 - i. the use, misuse or inability to use the Software, including but not limited to loss of profit or revenues, any loss due to the use of faulty or inadequate hardware or any loss related to the use, misuse or inability to use Third Party Software in conjunction with the Software;
 - ii. any losses of whatsoever nature incurred as a result of or in any way related to the Equipment recommendations made by Korbitec, including without limitation the loss of data, incompatibility with or damage to existing equipment utilised by the Firm;
 - iii. any claims arising or losses of whatsoever nature incurred as a result of or in any way related to the acts or omissions of any employee or agent of Korbitec in relation to, without limitation, commissioning, implementing, installing, training or assistance (including Remote Assistance) pertaining to the Software; and/or
 - iv. any failure by any person to reactivate or enable any firewall or security mechanism after the provision of any services under this agreement, including but not limited to any On-Site Services and/or any Remote Services.
- b. Whilst every effort is made to eliminate any errors, the Firm acknowledges that no software is error-free and that the Software is provided to the Firm "as is". As a consequence, the Firm agrees and undertakes to perform regular back-ups of data and acknowledges that Korbitec shall not be liable for any loss or damage the Firm or its clients or any other person may suffer as a result of, arising from or in connection with an error occurring in relation to the operation or use of the Software.
- c. This clause shall survive the termination of this Agreement.

11. Limitation of liability

- a. In the event that Korbitec is found to be liable for any damages suffered by the Firm or any third party (despite clause 9 and 10 hereof) such liability will be limited to an amount equal to the aggregate License Fees in respect of the Software paid by the Firm to Korbitec during the 3 (three) month period immediately preceding the date upon which the claim for such damages arose. This provision shall survive termination of this Agreement.

12. Variation

- a. Korbitec may from time to time amend the terms of this Agreement, and shall post the most current version of this Agreement on the web site. The amended terms of the Agreement shall be deemed to be effective and binding on the parties 60 (sixty) calendar days after Korbitec has posted the amended terms on its web site and has sent a letter by regular mail or email notifying the Firm of the change, and the Firm hereby agrees to comply with the terms of such amended Agreement. In the event of a conflict between the terms of the executed version of the Agreement and the version of the Agreement posted on the web site and/or the agreement found in the Software at any stage, the terms of the version posted on the web site shall prevail and be carried into effect.

13. Governing Law

- a. This Agreement is governed by and shall be interpreted with the laws in force in the Province of Ontario, Canada and you hereby consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario in respect of any dispute that may arise which is connected to this Agreement.

14. Contact Information

Korbitec Inc.
 6755 Mississauga Road, Suite 106
 Mississauga ON L5N 7Y2

Tel: (905) 286-1888
 Fax: (905) 286-1858
 Email: ACLSupport@KorbitecInc.com
 Web: www.KorbitecInc.com

15. Miscellaneous

- a. Korbitec shall not be liable for a failure to perform any of its obligations in terms of this Agreement insofar as it is due to force majeure or an impediment beyond its reasonable control.
- b. This Agreement is personal to the Firm and the Firm may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Korbitec which consent shall not be unreasonably withheld. Korbitec shall be entitled to transfer and assign this Agreement to any third party on written notice to the Firm to such effect.
- c. This Agreement and the Annexure and the definitions on the web site comprise the entire Agreement between the parties in relation to its subject matter, and it supersedes any prior written or oral agreement relating to the subject matter hereof.
- d. No extension of time or indulgence granted by Korbitec to the Firm shall be deemed in any way to affect, prejudice or derogate from the rights of Korbitec in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.

Signed at Mississauga, Ontario on _____, 200_.

Korbitec Inc.

Firm

Signature

Signature

Name (Print)

Name (Print)

Date

Date

Annexure A - License Fees

License Fees Annexure between Korbitec Inc. in terms of clause 5(a) of the Automated Law Office Software End User License Agreement (EULA)

In terms of the above Agreement and until further notice, you will be charged in the following manner:

Product	License Fees <i>(Excluding GST & PST)</i>
Per Licensed Civil Litigation File	\$50.00
Per Licensed Small Claims Court File	\$35.00
<p><i>The above charges include all software updates, training, and technical support. Travel and accommodation is not included, and may be invoiced separately.</i></p> <p><i>The minimum monthly activity commitment is an average of two (2) files per registered user per month, reconciled semi-annually. Any shortfall at time of reconciliation may be invoiced at this time, unless otherwise agreed to in writing with Korbitec Inc.</i></p>	

Updated: November 2008 – ALS EULA annexure version 1.2