

LICENSE AGREEMENT

This Non-Transferable License Agreement (the "**Agreement**") is effective [DATE],

BETWEEN: **Schieck Financial Software Inc.** (the "**Licensor**"), a company organized and existing under the laws of Canada, with its head office located in the Province of Prince Edward Island,

AND: **[COMPANY NAME]** (the "**Licensee**"), a company organized and existing under the laws of the Province of _____, with its head office located in the Province of _____,

WHEREAS Schieck Financial Software Inc. is the owner of the entire and undivided right, title and interest in and to certain inventions and proprietary rights relating to the software package known as RetailMagic (the "**Product**");

AND WHEREAS Schieck Financial Software Inc. has agreed to license the Product to the Licensee in accordance with this Agreement and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

1. DEFINITIONS

- (a) "**Product**" means the software package known as RetailMagic.
- (b) "**Territory**" means the area more particularly described in Appendix "**A**".
- (c) "**Valid Claim**" shall mean any claim contained in any pending patent application or issued patent included within the Product which has not been abandoned or declared invalid in a non-applicable order and which would be infringed by the manufacture or sale of the Product in the absence of the license granted in this Agreement.

2. GRANT AND OBLIGATIONS

- 2.1. The Licensor hereby grants and the Licensee hereby accepts a non-transferable license to sell the Product within the Territory for a term of one year, renewable at the Licensor's sole discretion. The Licensor otherwise reserves its copyright in the Product.

3. LICENSEE SERVICES

- 3.1. The Licensee shall be responsible for providing installation, training and support services to the end user for all Products sold by the Licensee. The Licensee may charge the end user for any such services at a rate determined by the Licensee.

4. NEGATION OF WARRANTIES AND INDEMNITY

- 4.1. Nothing in this Agreement shall be construed as a warranty or representation by the Licensor as to the validity or scope of the Product.
- 4.2 The Licensor warrants that (i) the Product is original; (ii) the Licensor owns or controls all rights in the Product necessary to grant the rights to the Licenses in accordance with this Agreement; (iii) the Product does not contain material that infringes the copyright, privacy rights or any other rights of any person or entity; and (iv) the Licensee is not aware of any legal proceedings or threat of such proceedings or any claim by any third party concerning the Product.
- 4.3 The Licensee hereby indemnifies the Licensor against any and all claims made in relation to the sale of the Product.

5. TERM AND TERMINATION

- 5.1 The license under this Agreement shall become effective as per the date of execution of this Agreement.
- 5.2 This Agreement shall terminate automatically upon the insolvency or assignment in bankruptcy of either party. This Agreement shall also terminate upon the breach of any provision of this Agreement.
- 5.3 Upon termination, all rights and privileges granted to the Licensee herein shall be of no further force and effect.

6. NOTICES

Any notice, request, instruction or other document to be given hereunder shall be deemed validly given if in writing, and delivered personally, sent by overnight courier, or sent by certified mail, postage prepaid, return receipt requested, as follows:

If to the Licensee:

[COMPANY NAME]
[FULL ADDRESS]
[PROVINCE], [POSTAL CODE]
Attn: [NAME]
E-mail: [E-MAIL ADDRESS]

If to the Licensor:

Schieck Financial Software Inc.
22 Woodhawk Lane
Donaldston, PE C0A 1T0
Attn: Barry Schieck
E-mail: bschieck@paraccountant.ca.

Alternatively, notices and other communications including any change of address may be sent by e-mail to the Licensee with a confirmation copy sent by mail. All notices and other communications shall be deemed delivered on the date of actual receipt.

7. GOVERNING LAW AND ARBITRATION

- 7.1 This Agreement shall be governed by and interpreted in accordance with the laws of Prince Edward Island.

7.2 If a dispute arises out of or relates to this Agreement or its breach, the parties agree to attempt, in good faith, to resolve the matter by negotiating between representatives of each party. If negotiation shall fail, the Parties agree to have the matter heard via arbitration.

8. GENERAL

8.1 This Agreement is not assignable.

8.2 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, writings and discussions between the parties relating to said subject matter. Only a written instrument executed by the parties may amend this Agreement.

8.3 The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term in any one or more instances shall be construed as a further or continuing waiver of such condition or term or any other condition or term.

8.4 This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

8.5 If any provision(s) of this Agreement are or become invalid, or ruled illegal by any court of competent jurisdiction, or are deemed unenforceable under the current applicable laws of Prince Edward Island from time to time in effect during the term hereof, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby. It is further the intention of the parties that in lieu of each such provision which is invalid, illegal, or unenforceable, there be substituted or added as part of this Agreement, a provision which shall be as the Licensee similar as possible in economic and business objectives as intended by the parties to such invalid, illegal, or unenforceable provision, but which shall be valid, legal, and enforceable, and shall be mutually agreed by the parties.

8.6 The headings contained herein are for reference purposes only and shall not in any way affect the meaning of this Agreement.

8.7 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

8.8 Nothing contained in this Agreement shall be deemed to create a partnership between the Licensor and the Licensee. Neither party shall be liable for the act of the other party unless the other party expressly authorizes such act in writing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of :

Witness

SCHIECK FINANCIAL SOFTWARE INC.

_____ }
per. Barry Schieck - President

SIGNED, SEALED AND DELIVERED
in the presence of :

Witness



APPENDIX "A"

Territory shall mean all that area: