License Number:

**SINGAM PTY LTD,** 2 Holberry St, Nunawading, Victoria, Australia, (henceforth “SINGAM”) grants to:

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(henceforth, the "Customer")

**I. LICENSE:** Customer hereby accepts a single, individual, non-trans­ferable and non-exclusive license to use the binary software program(s), henceforth (“Licensed Program(s)” or “Program(s)”), as listed on Customer’s purchase order that cites and is consistent with a SINGAM quotation (“Customer Purchase Order”), upon the following terms and conditions:

**A. Conditions:** The Program(s) are supplied by SINGAM solely for use at the designated site, identified on a Customer Purchase Order. All right, title, and inter­est in and to the Program(s) and all related material are and shall at all times remain the sole property of SINGAM and third party licensors (Suppliers). Customer may use the Program(s) only in connection with the op­eration and management of Customer’s own business. Customer is not authorized to grant sublicenses for use of the Program(s) or to permit usage of the Program(s) on a time-sharing system for any pur­pose.

**B. FEES:** Payment in full for the fees for Licensed Program(s) must be made by Customer (either directly to SINGAM or through a duly appointed distributor with whom a Customer Purchase Order was placed) in consideration of the license granted herein. Payments by check must be drawn on a Australian bank in Australian currency. Customer agrees to pay all appli­cable sales, use, import, or other taxes or duties, and any other fees or withhold­ing related to the purchase of Licensed Product(s) or maintenance up­dates thereof. Payments shall be due and payable net thirty (30) days after the invoice date. Any amounts payable by Customer hereunder that remain unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate allowable by law from the due date until such amount is paid. Customer shall make no offset for any amounts due to SINGAM regardless of the justification for such intended offset.

**C. TERM:** This Agreement shall remain in effect for thirty (30) years from the date hereof unless terminated earlier pur­suant to its terms.

**D.PROTECTION OF PROPRIETARY MATERIAL:**“Proprietary Material” shall mean the Program(s) in any form and the algo­rithms, technology and know-how embodied therein and all documenta­tion, manuals and other material related thereto. “Proprietary Material”, however does not include: i) Information which is or becomes available in the public domain (other than through unauthorized disclosure by or caused by Customer); ii) Information disclosed or made available to Customer by a third party without restriction and without breach of any relationship of confidentiality; iii) Information independently devel­oped by Customer where Customer establishes that such development was accomplished without access to the confidential information of SINGAM. Customer expressly acknowledges that the Proprietary Material is confidential and proprietary property of SINGAM and hereby agrees to receive and maintain it as it would Customer’s own confiden­tial and proprietary material. Customer shall not cause or permit disclo­sure of any Proprietary Material to any per­son other than Customer’s employees and consultants whose responsibilities require access to such material without the prior written consent of SINGAM. Customer shall not disassemble or re­verse compile, reverse engineer, or otherwise attempt to learn the source code underlying the Programs, or any algorithms or methods underlying the same. Customer shall include any copy­right and proprietary right notice provided by SINGAM in or on all Proprietary Material. Customer shall not copy, in whole or in part, any of the Proprietary Material except that Customer may make a machine-readable copy of Program(s) for back-up or archival purposes. In the event of a malfunction, causing the designated CPU to become inoperable, Customer may use Program(s) on a back-up CPU on a temporary basis during such malfunction. Customer shall take all reasonable steps to safeguard the Proprietary Material, and to ensure that no unauthorized person shall have access to any of it and that no unauthorized copy, in whole or in part, shall be made. Customer’s obligations under this paragraph shall survive any termination or expira­tion of this Agreement.

**E. TERMINATION**: SINGAM may terminate this License Agreement if Customer fails to comply with any of the terms and conditions of this Agreement. This License Agreement shall automatically terminate upon filing of any petition under the Bankruptcy Code by or against Customer, upon any assignment for the benefit of creditors of Customer, or upon dissolution of Customer. Within thirty (30) days after the date of expiration or earlier termination of the license under this Agreement, Customer shall: i) return to SINGAM all existing copies of the Program(s) and other Proprietary Materials; or ii) furnish evidence to SINGAM in writing by an officer of the company that the original(s) and all copies of the Program(s) and other Proprietary Materials, in whole or in part, have been destroyed, and that none of the Program(s) remain resident on or in any CPU or archival device.

**F. EXPORT/GOVERNMENT CONTRACTING:** Customer agrees to use the Licensed Programs only at the designated site, and in no case to export the Licensed Programs from the country of the designated site. Notwithstanding the foregoing, Customer agrees to comply with any and all applicable laws, including but not limited to export laws, regulations, orders and other rulings or decrees of Australia and any applicable jurisdictions. Customer agrees that it shall not, and shall not allow third parties to, supply the Licensed Programs to a unit or agency of the Australian government or any other government without prior written authorization by SINGAM, and then only pursuant to terms set forth by SINGAM.

**II. MAINTENANCE:** Only upon payment in full of the maintenance fees set forth in the Customer Purchase Order, SINGAM shall provide maintenance service for the Licensed Programs to Customer solely upon the terms set forth in this Section II for an initial one (1) year term (“Maintenance Term”) beginning on the date of the last signature of this Agreement, unless the term is otherwise set forth in the Customer Purchase Order.

**A. Maintenance Services Provided:**  Error corrections, enhancements, and documentation updates (“Revisions”) may be initi­ated from time to time by SINGAM and furnished to Customer. In ad­dition, SINGAM shall use reasonable efforts to correct, in a timely manner, cod­ing errors reported to SINGAM in writing by Customer. Telephone con­sultation will be provided in a timely basis at the option of SINGAM. SINGAM cannot guarantee that all coding errors will be corrected or that all Revisions will be compatible with pre­vious versions.

**B. ELIGIBILITY:** In order to continue to be eligible to receive Revisions hereunder, Customer must be current in the payment of fees and charges due SINGAM under this Agreement and must have accepted and installed the Revision most recently provided by SINGAM under this Agreement.

**C.** **TERM and RENEWAL:** Renewals of this Maintenance Agreement shall be on a year to year basis at the then prevailing rate. The renewal fee shall be due and payable on the ef­fective renewal date, and SINGAM shall notify Customer thirty (30) days beforehand. In the event Customer chooses not to renew, or otherwise terminates maintenance of the Licensed Programs, Customer shall pay a fifty percent (50%) fee (1.5 times the normal fee) for subsequent renewal. In the event SINGAM chooses to discontinue maintenance of Program(s), SINGAM agrees to notify Customer in writing thirty (30) days in advance and SINGAM shall, at its discretion elect to do any or all of the following: a) replace the Licensed Program(s) with a comparable product, if one exists, sub­ject to monetary adjustments depending upon the cost of the replace­ment product relative to that of the Program(s), b) reim­burse the Customer a prorata amount (discounted monthly on a straight line basis over one (1) year) of the Maintenance Fee al­ready paid, c) assign maintenance of Program(s) to a third party at no cost to the Customer. Payment of fees for maintenance does not ensure the longevity or contin­uance of Program(s).

**III. GENERAL**:

**A. Warranty**: SINGAM warrants that for a period of three (3) months from the date of delivery of the Licensed Programs to Customer, that the media (compact disks) upon which the Licensed Programs are delivered will be free of defects in material and workmanship. If during such warranty period, the Customer discovers such a defect in the media, Customer shall immediately notify SINGAM and Customer’s exclusive remedy shall be, at SINGAM’s sole discretion, to either repair or replace such media so that it is free of defects of material and workmanship. This Section III.A sets forth the sole and exclusive remedy of Customer for breach of warranty under this Agreement.

**B. Patent or Copyright Infringement and Indemnity:** SINGAM will defend, indemnify and hold harmless Customer against a claim that the Licensed Programs were created in part by viola­tion of the protected trade secret of another or infringe a U.S. patent or copyright and will pay resulting costs, damages and at­torney’s fees finally awarded, subject to the limitation of liability set forth in subsection III.D, provided that: i) Customer promptly noti­fies SINGAM by written communication, of the claim ii) Customer cooper­ates with SINGAM in the defense; and iii) SINGAM has sole control of the defense and all related settlement negotiations. However, if the costs and damages attributable to a claim of in­fringement may exceed such limitation of liability, Customer may elect to defend against the claim provided SINGAM may fully partic­ipate in the defense and settlement of such claims. If such claim occurs, or in SINGAM'S opinion is likely to oc­cur, Customer agrees to permit SINGAM at its option and expense, either to procure for Customer the right to continue using the Licensed Programs or to replace or modify the same so that it becomes non-in­fringing and provides as nearly as is reasonably possible, under the cir­cum­stances, the same capability as before. SINGAM shall have no obli­gation to defend Customer or pay costs, damages, or attor­ney’s fees for any claim based upon use of other than a current, unaltered release of the Licensed Programs if such infringement would have been avoided by the use of a current, unaltered release of the Licensed Programs.

**C. DISCLAIMER OF WARRANTY**: Other than the warranties set forth in subsection III.A hereof, SINGAM makes no express or implied representations or warranties of any kind with respect to the program(s) and specifically makes no warranty of NON-INFRINGEMENT, merchantabil­ity or fitness for a particular purpose. The warrantY set forth in subsections iii.A hereof doES not ap­ply to portions of the licensed program(s), IF any, which are licensed by SINGAM from third parties. such portions are provided ‘as is.’

**D. LIMITATION OF LIABILITY**: With respect to mainte­nance services and Revisions furnished hereunder, even if advised of the possibility thereof, SINGAM shall not be liable for delay in fur­nishing ser­vices or Revisions. In no event shall SINGAM be liable for any special, incidental, consequential, punitive, or tort damages, damages arising in connection with any claim or demand against Customer by any other party, damages arising from equipment down-time, or loss of data, or exemplary or punitive damages, whether resulting from loss of use, delay of delivery, loss of data, loss of profits, loss of business or otherwise arising out of or in connection with the Program(s), the performance OF the Program(s), or SINGAM'S provision of ser­vices, goods or other events relating to the Program(s), even if SINGAM has been advised of the possibility of such damages. Except as explicitly set forth in subsection III.B: i) Customer shall indemnify and hold SINGAM harmless from and against any loss, claim, liability, damage, cost or expense, including attor­ney’s fees, payable to any person or entity arising out of or relating to the Customer's use of a Program(s), and ii) SINGAM shall not be liable for damages with respect to a Program which exceed the amount of the fees paid to SINGAM by Customer hereunder.

**[AGREEMENT CONTINUED ON FOLLOWING PAGE]**

**E. ENTIRETY OF AGREEMENT**: This Agreement shall be gov­erned by the laws of The State of California. This Agreement is the entire Agreement as to its subject matter and supersedes all prior Agreements and representations. Any rights and remedies secured by SINGAM under the Copyright Laws of Australia, international conventions and treaties, or under the laws of any state or locality, shall be deemed cumulative, and in addition to any rights and remedies arising under this Agreement. Any provision of Customer’s Purchase Order inconsistent with, or in addi­tion to, the terms and conditions of this Agreement (except for the address of Customer’s site of use, the list of specific Licensed Programs licensed, the price of each license, the quantity of each such license, and the election of maintenance services) shall not be binding on SINGAM and SINGAM'S failure to object to such provi­sion shall not be construed as ac­ceptance. No modification, waiver, cancellation of any provision of this Agreement shall be binding unless made in writing and signed by the parties. This Agreement shall be binding upon and inure to the ben­efit of the parties, and SINGAM'S third party licensors (Suppliers) if any, and the parties respective, permitted successors, assigns, and legal rep­resentatives, provided however, that the rights and duties of Customer hereunder with respect to a Program(s) may not be sold, assigned, subli­censed, or otherwise transferred by it, in whole or in part, without the prior written consent of SINGAM. If any provision of this Agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of this Agreement shall re­main in full force and effect unless the invalid provision supplied an essential term of this Agreement.

**AGREED HERETO**:

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| **SINGAM PTY LTD** | |  |  | **Customer** (Signature must be that of an Officer or Agent) | |  |
| Signature: |  | |  | Signature: |  | |
| Printed: |  | |  | Printed: |  | |
| Title: |  | |  | Title: |  | |
| Date: |  | |  | Date: |  | |