> **BY CLICKING ON THE "ACCEPT" BUTTON, INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT AS SET OUT BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, CLICK ON THE "CANCEL" BUTTON AND/OR DO NOT INSTALL THE SOFTWARE AND RETURN THE UNUSED SOFTWARE TO THE PLACE FROM WHICH YOU OBTAINED IT FOR A FULL REFUND.**

> **DO NOT ALTER OR AMEND THIS AGREEMENT IN ANY MANNER WITHOUT CONSENT OF EONE INETGRATED BUSINESS SOLUTIONS. ANY ALTERATIONS OR AMENDMENTS WITHOUT SUCH CONSENT WILL VOID THIS AGREEMENT AND YOUR LICENSE TO USE THE SOFTWARE**

This Agreement is entered into by and between EONE INTEGRATED BUSINESS SOLUTIONS LLC. ("eOne") and you, either an individual or an entity, (hereinafter referred to as the "Licensee") and shall be effective from the date you click on the "Accept Button" at the bottom of this Agreement.

1. LICENSES

1.1. Definitions

1.1.1. "Software" means the module(s) of and number of users for eOne software for which the Licensee has purchased or will purchase a license from eOne during the term of this Agreement and which are specified in the registered modules link of the Licensee's records retained on the eOne Integrated Business Solutions Customer Source service. Software licensed under this Agreement shall include any enhancements delivered by eOne during such period that Licensee remains a member of the eOne Enhancement Program, but shall exclude software developed by a party other than eOne

1.1.2. "Documentation" means any user and technical documentation for the Software in electronic or printed format which is delivered to the Licensee with the Software

1.1.3. In this Agreement, unless the contrary intention appears a reference to this Agreement or another instrument or documentation includes any variation or replacement of them

1.1.4. "eOne Reseller Partner" means any entity licensed by eOne to resell eOne Software.

1.2. Grant of License.
Subject to the terms and conditions of this Agreement, eOne grants Licensee the non-exclusive and non-transferable right to

1.2.1. copy the server portion of the Software on to a single server computer (the "Designated Server Computer") or in a "Cluster" which includes the Designated Server Computer. A "Cluster" shall mean two or more server computers which are interconnected. Use in a Cluster is only permitted if no module of the Software is active on more than one server computer at any given time. Licensee shall notify eOne in advance in the event it intends to relocate or change the Designated Server Computer. Licensee may maintain a separate non-productive disaster recovery and testing site provided that the installation is used solely for the purposes of backup and emergency use. Licensee may not have more than one active installation of the Software on the Designated Server Computer or a Cluster unless Licensee purchases additional Software licenses. Further with respect to eOne' Enterprise Reporting Software the Licensee shall not at any one time establish or operate more than the number of entities specified in the Licensee's registered modules link retained on the eOne Business Solutions Customer Source service

1.2.2. copy the client portion of the Software onto an unlimited number of computers provided that

1.2.2.1. all software so installed references a single database on the Designated Server Computer and

1.2.2.2. the number of client portion users accessing the Designated Server Computer at any one time is limited to the number of users specified in the Licensee's registered modules link retained on the eOne Business Solutions Customer Source service

1.2.3 execute and use the Software for Licensee's internal business operations and

1.1.1. use the associated Documentation and make a reasonable number of copies or printouts thereof for Licensee's internal use

1.3.1   <u>License Term.</u> On acceptance of this Agreement, eOne grants Licensee a non-exclusive perpetual license to use the Software on the terms set out in this Agreement. The Licensee is also granted access to new Software releases for the period of one year from the date of purchase, access to new releases thereafter is subject to payment of the Enhancement Program Fee in accordance with clause 6 below. Title, ownership, rights, and intellectual property rights in and to the Software shall remain in eOne. If you have obtained permission from eOne to evaluate the Software, you may install the Software for evaluation purposes only. Evaluation software is limited to running on Microsoft demonstration databases only.

1.3.2   <u>Database Software</u>. Licensee is required to obtain a license of the appropriate database software, including the appropriate number of users licenses, from the corresponding third party provider

1.3.3   <u>Sublicensing/Transfer.</u> Licensee shall not grant sublicenses, rent, transfer or otherwise assign the Software or Documentation or the right to use these to benefit any third party. Any attempt to grant sublicenses, transfer any rights, rent or otherwise assign or deal in the Software or Documentation shall be considered a breach of this Agreement by Licensee giving rise to a right exercisable by eOne to immediately terminate this Agreement

1.3.4   <u>Backup Copies</u>. Licensee may make a reasonable number of backup copies of the Software, which shall also be subject to the terms and conditions of this Agreement. Licensee must maintain an accurate record of the location of such backup copies at all times. Such record may be inspected and verified by eOne at any time during Licensee's business h   ours upon notice by eOne. Licensee acknowledges the need to maintain regular back-up copies and to adopt other such management procedures to avoid the consequence of loss of data in the event of any equipment or software malfunction

1.3.5   <u>Restrictions on Use</u>. Licensee may use the Software and Documentation only in the conduct of its internal business operations and those of a Company as defined in this Section. "Company" shall mean a business entity which is "Controlled" by or under common "Control" with Licensee   . "Control" of any entity for the purposes of this section means ownership of at least 50% of the shares of an entity or entitlement to elect a controlling interest of the board of directors of such entity or other management relationship sufficient to control the entity's business policies and activities. The Software may not be used to directly or indirectly process data of any entity that is not a Company and may not be used to operate a service bureau or provide hosting, outsourcing or subscription services. Any unauthorized use of the Software will not only give rise to a right exercisable by eOne to immediately terminate this Agreement but also subject Licensee and others to any legal claims that eOne may bring for copyright infringement and unauthorized use, including claims for injunctive relief and monetary damages

1.3.6   <u>Licensee's Indemnity   </u>. Licensee will indemnify eOne against any loss, damage, liability, cost or expense (including legal costs or expenses on a full indemnity basis) suffered or incurred by eOne in connection with a breach by Licensee of this Agreement. This indemnity is a continuing obligation, separate and independent from the other obligations of Licensee and survives termination of this Agreement. It is not necessary for a party to incur expense or make payment before enforcing this indemnity

2.   PROPRIETARY RIGHTS

2.1.   <u>Ownership</u>. All title and rights of ownership in the Software and Documentation remain with eOne and/or its suppliers or licensors and are protected by applicable intellectual property laws, including copyright, patent, trademark and trade secret laws. Licensee agrees to take any reasonable step necessary to protect the intellectual property rights of eOne and its suppliers or licensors in the Software and Documentation, including, but not limited to, the proper display of copyright, trademark, trade secret and other proprietary notices on any copies of the Software or Documentation. Licensee must keep the Software free and clear of any claims or liens by third parties. All title and rights of ownership in modifications, additions and amendments to the Software and Documentation undertaken by eOne or Licensee even if undertaken at Licensee's request or to Licensee's specifications are and remain the property of eOne and/or its suppliers or licensors, and Licensee's right in respect thereof is merely a non   -exclusive, non-transferable right to use on the same terms and conditions as the license granted under this Agreement. Unless eOne permits otherwise

in writing Licensee must not alter or otherwise effect any modification of any copyright or confidentiality notice or other notice of proprietary rights incorporated in the Software or the license granted under this Agreement. All rights and licenses granted under or pursuant to this Agreement are and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under section 101(56) of the U.S. Bankruptcy Code

2.2. <u>Decompilation</u>. Licensee shall not disassemble, decompile or otherwise reverse engineer the Software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation

3. WARRANTIES EXCLUSIONS AND LIMITATIONS

3.1. <u>Warranties</u>

3.1.1. Product Warranty. eOne warrants that, for a period of one hundred and eighty (180) days from the date the Software is delivered to Licensee, the Software will substantially conform to the Documentation, provided that it is properly used with the operating system for which it was designed

3.1.2. Media Warranty. eOne warrants that the Software will be properly copied onto diskettes or other media in which the Software is delivered to the Licensee by eOne and that such diskettes and media will be free from defects in materials and workmanship under normal use and services for a period of one hundred and eighty (180) days from the date the Software is delivered to Licensee

3.1.3. Title Warranty. eOne warrants that it is the owner or authorized licensee of the Software or has the rights to license the Software to Licensee in terms of this Agreement

3.1.4. Year 2000 Warranty. eOne warrants that all date-related functions of the Software will accurately reflect the change from the year 1999 to the year 2000 and beyond, including leap year calculations, provided that the hardware, third party software and operating system used with the Software accurately reflect the change and do not affect the Software

3.1.5. Virus Warranty. eOne warrants that the Software, as delivered by eOne, is free from any virus, time bomb or similar disabling device

3.2. <u>Warranty Exclusions</u>

3.2.1. eOne does not warrant that the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error free or that all defects will be corrected

3.2.2. In order to receive, maintain and rely upon the above warranties, Licensee must use the Software in accordance with the Documentation

3.2.2.1. use the Software on the hardware and with the operating system for which it was designed and in accordance with operating requirements and procedures for such hardware and operating systems and

3.2.2.2. use only personnel trained on the Software to operate the Software

3.2.3. 3 The above warranties are null and void if Licensee or any third party modifies or changes the Software in any way beyond the scope of the customization options contained in the Software, or otherwise than in accordance with the requirements or procedures for such customization, or if failure of the Software has resulted from accident, abuse or misapplication. The warranties do not apply to errors or malfunctions caused by

3.2.3.1. machine malfunction

3.2.3.2. equipment or software not licensed in this Agreement

3.2.3.3. use of procedures or data by Licensee not in accordance with the Documentation

3.2.3.4. any other cause not attributable to eOne

3.2.4. Licensee acknowledges that eOne is not required to maintain compatibility between the Software and software not specified in this Agreement, including, but not limited to, versions of Software other than those listed in this Agreement

3.2.5. Duty to Inform. If Licensee believes that the Software is not substantially performing in accordance with the Documentation, Licensee will promptly notify eOne in writing regarding any such non-performance and will provide a listing of output and such other data as may be required by eOne to reproduce operating conditions as existed when the non-performance occurred

3.3. DISCLAIMER OF WARRANTY

3.3.1.   EXCEPT AS EXPRESSLY STATED ABOVE, EONE, ITS SERVICE ENTITIES AND PERSONNEL AND ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE AND OR THE DOCUMENTATION DO NOT GUARANTEEOR WARRANT THAT THE ACCOMPANYING COMPUTER MEDIUM IS FREE OF COMPUTER VIRUSES OR OTHER CONDITIONS WHICH COULD DAMAGE OR INTERFERE WITH DATA, HARDWARE OR SOFTWARE WITH WHICH IT MIGHT BE USED. THE COMPUTER MEDIUM IS SUPPLIED ON THE STRICT CONDITION THAT THE USER ASSUMES ALL RISK OF USE AND ABSOLVES EONE ENTIRELY OF ALL RESPONSIBILITY FOR ANY CONSEQUENCES OF ITS USE

3.3.2.   EXCEPT AS EXPRESSLY STATED IN THIS CLAUSE 3, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THIS AGREEMENT GENERALLY ARE EXCLUDED

However, where any applicable law implies in this Agreement any term, and that law avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such term, the liability of eOne for any breach is limited, at the option of eOne, to any one or more of the following or the remedies set out in clause 4

    3.3.2.1.   if the breach relates to services if the breach relates to goods

        3.3.2.1.1.   the replacement of the goods or the supply of equivalent goods

        3.3.2.1.2.   the repair of such goods

        3.3.2.1.3.   the payment of the cost of replacing the goods or of acquiring equivalent goods or

        3.3.2.1.4.   the payment of the costs of having the goods repaired and

    3.3.2.2.   the supplying of the services again or

    3.3.2.3.   the payment of the cost of having the services supplied again

3.3.3   Any statements made by a dealer or any other third party other than eOne are not warranties and cannot be relied on by Licensee against eOne

3.3.4.   eOne shall not be liable for any claimed non-conformance of the Software under Article 35(2) of the United Nations Convention on Contracts for the International Sale of Goods, even if that Convention were to be determined applicable to this Agreement and the underlying transactions

3.3.5.   Licensee acknowledges that, where the Software is provided in New Zealand for the purposes of a business, the Consumer Guarantees Act 1993 will not apply to the provision of the Software or any services relating to the Software

3.4   LIMITATION OF LIABILITY

3.4.1   IN NO EVENT SHALL EONE, ITS SERVICE ENTITIES OR PERSONNEL OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE OR THE DOCUMENTATION BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF GOODWILL OR TORTIOUS CONDUCT HOWEVER CAUSED (INCLUDING NEGLIGENCE) RELATING TO, CAUSED BY OR ARISING OUT OF ANY BREACH OF OBLIGATIONS OR DELAY IN DELIVERY OF SOFTWARE OR DOCUMENTATION UNDER THIS AGREEMENT OR FROM LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, EVEN IF EONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES

3.4.2   TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY LIABILITY WHICH MAY ARISE UNDER SECTION 5, ANY DAMAGES THAT EONE IS REQUIRED TO PAY FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, SHALL, IN THE AGGREGATE, BE LIMITED TO THE PRICE PAID BY LICENSEE FOR THE SOFTWARE

4   REMEDIES

Subject only to the other provisions of this Agreement, Licensee's sole and exclusive remedy under this Agreement against eOne in connection with any liability eOne may have for the Software shall be for eOne, at its option, to do any one or more of the following or the remedies set out in clause 3.3.2

4.1 replace the Software that does not meet the limited warranty described above and that is returned to eOne on the original distribution media or

4.2 attempt to correct any errors which Licensee finds in the Software during the warranty period and which prevent the Software from substantially performing as described in the Documentation or

4.3 in the event eOne determines that the remedies under subsections 4.1 and 4.2 above are impracticable during the warranty period, eOne shall refund to Licensee the Software license fees (and no other fees) paid by Licensee for the Software. Any replacement Software will be warranted for a period of ninety (90) days from the date such replacement Software is delivered to Licensee

5   INTELLECTUAL PROPERTY INFRINGMENT/INDEMNIFICATION

5.1.1

eOne shall defend, indemnify and hold harmless Licensee, its employees, officers and directors, at eOne' sole cost and expense, for any claim, suit or proceeding brought against Licensee which alleges that the Software, as delivered and used in accordance with the terms of this Agreement, infringes any third party patent, copyright or other intellectual property right, and to pay the amount of any judgment or settlement, provided that Licensee gives eOne prompt written notice of such claim, suit or proceeding and gives eOne full information and reasonable assistance in its defense or settlement. eOne shall be entitled to direct such defense and to settle or otherwise dispose of such claim, suit or proceeding as it sees fit. If an injunction is obtained in such action against Licensee's use of the Software, eOne shall, at its option and expense, either:

5.2 obtain for Licensee the right to continue to use the Software or

5.3 replace the Software with a product with substantially equivalent functionality or

5.4 modify the Software so that it becomes non-infringing, while maintaining substantially equivalent functionality or

5.5 if 5.1, 5.2 or 5.3 above are not practical, terminate this Agreement and reimburse Licensee for the Software license fees actually paid by Licensee to eOne. The reasonable costs of Licensee's cooperation with eOne at eOne' request, in accordance with this Section, shall be paid by eOne, and shall include the reasonable costs of Licensee's initial consultation with its attorney. No other costs or expenses shall be incurred for the account of eOne without eOne' prior written consent. Licensee may participate with eOne in Licensee's own defense in such claim, suit or proceeding, at Licensee's option and at Licensee's sole expense

6   ENHANCEMENT PROGRAM

Licensee has also purchased a one-year subscription to the eOne Enhancement Program commencing on the date of this Agreement. Under this program, eOne will provide Licensee all updates, upgrades, refinements and added features to the Software that are commercially released by eOne during the subscription period.

Enhancement Programs for any future years, if made available by eOne and purchased by Licensee, shall be made available at the then current eOne list price for such Enhancement Programs. Annual subscriptions to the eOne Enhancement Program are calculated from the commencement date of this Agreement and will be invoiced one-month before the expiration of the current subscription period ("live period"). S   uch invoices can be levied by an eOne Reseller Partner or by eOne directly, the cost of the Enhancement Program being 17.5% of the then current eOne list price for eOne products subject to this Agreement.

Should eOne not receive payment for renewal of Licensees subscription to the eOne Enhancement Program prior to the expiration of any live period, the following penalties will apply for Licensee's making late payment or wishing to rejoin the program at a later date:

Customers who have lapsed for 1 to 90 days will pay **25%** of the current list price, as a one time payment should they wish renew in the Annual Enhancement Program.

Customers who have been lapsed for 91 days to one year will pay **30%** of the current list price, as a one time payment should they wish to renew in the Annual Enhancement Program.

Customers who have been lapsed for more than 1 year will pay **35%** of the current list price, as a one time payment should they wish to renew in the Annual Enhancement Program.

Customer AEP dates will change according to the date of payment to eOne. Once a customer payment has been received, that date (payment date) will become the new eOne Enhancement Program date of the customer.

Example:

i.e. 1. A customer has not payed AEP since 1st January 2011 (1-90 days) they will be required to pay 25%, and once payment has been received, 'that' date will constitute the customers new AEP date.

i.e. 2. A customer has not payed AEP since 1st June 2010 (91-365 days) they will be required to pay 30%, and once payment has been received, 'that' date will constitute the customers new AEP date.

i.e. 3. A customer has not payed AEP since 1st January 2010 (One year plus) they will be required to pay 35%, and once payment has been received, 'that' date will constitute the customers new AEP date.

7.   SOURCE CODE ESCROW

7.1.   7.1 F Licensee will be enrolled as a beneficiary in eOne' Source Code Escrow Program (the "Escrow Program") at no charge to Licensee. To maintain beneficiary status, Licensee must be current under the Enhancement Program. The Licensee is entitled to call upon the Escrow Agent to release the Escrowed Source this clause if eOne

a) enters into a composition with its creditors;

b) enters into any form of voluntary or statutory administration;

c) goes into liquidation; or

d) a receiver, administrator, or statutory manager is appointed in respect of it.

The above provision does not in any way restrict eOne's ability to transfer or assign its rights to any other third party; as such the above provisions only apply to the entity that holds the property rights in the software from time to time. This Agreement shall inure to the benefit of and shall be binding on the successors of the parties.

The Escrow Agent:
Moore Stephens WI Pty Ltd CML Building
Level 5, 14 Martin Place
Sydney,NSW
Australia
Tel: +612 9229 7999
Fax: +612 9233 4636

7.2.   In the event Licensee is a beneficiary under the Escrow Program for the Software and the source code has been released to Licensee pursuant to the terms of the Escrow Program, Licensee agrees to keep such source code confidential and to use it exclusively for the purposes of maintaining the Software licensed to Licensee under this Agreement

7.3.   In the event of the release of the Software's source code under the terms and conditions of the Escrow Program, Licensee shall not, under any circumstances

7.3.1.   disclose the Software's source code to any person save such of the Licensee's   employees or contractors who need to know the same in order to understand, maintain and correct the Software exclusively on behalf of the Licensee provided that in the event of disclosure to such contractors, each of them shall enter into a confidentiality undertaking direct with eOne in similar terms to the undertaking contained in this clause, or

7.3.2. develop additional products or applications based on the source code or disclose, transfer or resell the same to any third party

7.4. The Licensee agrees to keep secret the Software's source code with a standard of care and procedures that represent sound business security practice with respect to confidential information and as a minimum with the same standard of care and procedures which it uses to protect its most valuable secrets and most confidential information

7.5. The parties agree that the obligations of the Licensee in relation to the Software's source code in the event of its release hereunder are special, extraordinary and unique and not replaceable and that there is no adequate remedy at law for breach or alleged breach by Licensee of the obligations of confidentiality in relation to the Software's source code. Licensee accordingly agrees that in the event of such a breach by Licensee, eOne shall be entitled, without giving an undertaking as to damages, to injunctive or other equitable relief to prevent or curtail any actual or threatened default by the Licensee. In addition eOne shall be entitled to such other remedies as may be available at law, including damages

7.6. The obligations contained in this paragraph shall survive the termination of this Agreement.

8. NO AGENCY OR PARTNERSHIP RELATIONSHIP

8.1. <u>Independent Reseller</u>. Licensee recognizes and acknowledges that any distributor or authorized reseller of eOne, through which Licensee has obtained copies of the Software or obtained services related to the Software, is not the agent or the partner of eOne. Any such distributor or authorized reseller is an independent company, person, or entity with no authority to bind eOne or to make representations or warranties on behalf of eOne. In this regard, eOne makes no representation or warranties regarding its software except as expressly set forth in this Agreement

8.2. <u>Invoicing and Payment</u>. eOne acknowledges and agrees that Licensee may acquire copies of the Software from a distributor or authorized reseller of eOne and, upon full payment of the license fees with respect to such Software to such distributor or authorized reseller, will owe no license fees to eOne.

9. EXCLUSIVE AGREEMENT

This Agreement, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties hereto related to the subject matter of this Agreement. To the extent that the terms and conditions of this Agreement conflict with any other written or oral statements or representations made by eOne including, but not limited to, any statements and representations set forth in any license agreement contained in shrink-wrapped packages of the Software or in electronic on-line license agreements, the terms and provisions of this Agreement shall be controlling.

10. TERM AND TERMINATION

10.1. <u>Term</u>. The licenses granted under this Agreement shall commence on the date set forth below and shall continue until terminated

10.2. <u>Termination</u>. eOne may immediately terminate this Agreement if Licensee breaches any material representation, warranty, obligation or provision of this Agreement and does not cure such breach within thirty (30) days of eOne' written notification to Licensee of such br   each. Given the event Licensee has purchased a subscription-based license, eOne may terminate this Agreement if Licensee fails to make the required subscription fee payments on the due date. Upon termination of this Agreement for any cause, Licensee, at the option of eOne, shall either promptly return to eOne all copies of the Software and Documentation in Licensee's possession or destroy all such copies, and shall certify in writing that all such copies have been destroyed. eOne has the right to inspect and audit Licensee's computers to ensure compliance with the preceding requirement.

11. ARBITRATION AND GOVERNING LAW

11.1. Disputes. The parties shall undertake in good faith to use all reasonable endeavors to settle or resolve any dispute, controversy, cause of action, or claim, of any kind or nature whatsoever, whether legal or equitable, including, but not limited to, claims based in contract, tort or product liability and claims based upon alleged violations of consumer protection laws, which arise between the parties out of or relate to this Agreement, or the breach, termination or invalidity of this Agreement, the sale, installation, modification or use of the Software sold, or any services rendered in connection with the sale, installation, modification or use of the Software

11.2. Unless a party to this agreement has complied with clauses 11.3 to 11.6 that party may not commence court or arbitration proceedings relating to any dispute arising from this Agreement except where a party seeks urgent interlocutory relief. Where a party to this Agreement fails to comply with clauses 11.3 to 11.6 the other party to this Agreement need not comply with this clause before referring the dispute to arbitration or commencing court proceedings relating to that dispute

11.3. Any party to this Agreement claiming that a dispute has arisen under this Agreement between it and the other party shall give written notice to the other party designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute. The other party shall then promptly reply by way of notice in writing designating as its representative in negotiations relating to the dispute a person with similar authority

11.4. After the appointment of both designated persons they shall within seven (7) days, following whatever investigations each considers appropriate, commence negotiations seeking to resolve the dispute

11.5. If the dispute is not resolved within the following seven (7) days (or within such further period as the representatives may agree is appropriate) the parties in dispute shall within a further seven (7) days (or within such further period as the representatives may agree is appropriate) seek to agree on a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, independent expert determination or expert appraisal, or mini-trial, and on

11.5.1. the procedure and timetable for any exchange of documents and other information relating to the dispute

11.5.2. procedural rules and a timetable for the conduct of the selected mode of proceeding

11.5.3. procedure for selection and compensation of any neutral person who may be employed by the parties in dispute and

11.5.4. whether the parties should seek the assistance of a dispute resolution organization

11.6. Failing agreement between the parties to agree on a dispute resolution process, the dispute shall be referred for final settlement to an arbitrator (expert in the subject matter of the dispute) nominated jointly by the parties or, failing such nomination within 14 days of either party's written request to the other for such referral, to the chairperson, at the time, of the Australian Commercial Dispute Centre ("ACDC") for their assistance in designing a suitable dispute resolution process. The chairperson shall determine the dispute resolution process most appropriate to the dispute and shall appoint a suitably qualified person to conduct and head the process in accordance with the procedural rules as set out in the ACDC Guidelines in existence at the time

11.7. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this clause for any purpose other than in an attempt to settle a dispute between the parties to this Agreement

11.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws in force in the State of North Dakota, USA

12. GENERAL TERMS AND CONDITIONS

12.1. <u>Listing</u>. Licensee agrees to be listed (by name only) in eOne' public customer list

12.2. <u>Assignment</u>. Licensee shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of eOne which consent shall not be unreasonably withheld; provided, however, that no consent shall be required for any assignment or transfer in the event of an initial public offering, merger, acquisition, consolidation, sale of all or substantially all of Licensee's assets or stock provided that Licensee shall notify eOne in writing prior to such assignment or transfer. This Agreement shall inure to the benefit of and shall be binding on the successors of the parties. This Agreement and the rights and obligations arising hereunder shall not be affected by any change in the corporate structure or ownership of the parties, except where Licensee goes into liquidation or receivership, or becomes subject to administration or voluntary arrangement or is voluntarily or involuntarily wound up, or in the case of an individual, is made subject to a voluntary arrangement or is made bankrupt, in which case this Agreement and Licensee's rights and obligations arising hereunder automatically terminate

12.3. <u>Export Controls</u>. Licensee agrees that no technical data received from eOne, nor the direct product thereof, will be shipped, transferred or exported, directly or indirectly, to any country in violation of any applicable law, including but without limiting the generality of the foregoing, the United States Export Administration Act, the regulations thereunder and like Australian and New Zealand laws and regulations

12.4. <u>Amendment</u>. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by a written document signed by both parties hereto

12.5. <u>Severability</u>. In the event that any or any part of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise void, unenforceable or illegal under the laws or regulations of any government or subdivision thereof, such terms or parts thereof shall be deemed stricken from this Agreement, but such invalidity, unenforceability or illegality shall not invalidate any of the other terms of this Agreement, and this Agreement shall continue in force, unless the invalidity, unenforceability or illegality of any such provisions hereof does substantial violence to, or where the invalid, unenforceable or illegal provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement. The validity or enforceability of that provision or relevant part in any other jurisdiction is not affected

12.6. <u>Waiver</u>. No failure or delay by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right

12.7. <u>Goods and Services Tax ("GST")</u>. If GST is imposed on any supply made by eOne to Licensee, Licensee must pay to eOne, in addition to any other consideration for the supply (including the supply of the licence and the supply of any services in connection with or enhancements or added features to the Software), an additional amount on account of GST and, if required by eOne, any late payment, penalties, interest and like payments. The additional amount on account of GST is calculated by multiplying the prevailing GST rate from time to time in force by the consideration for the relevant supply. Any amount payable by Licensee under this clause is payable upon demand by eOne whether such demand is by means of an invoice or otherwise

12.8. This Agreement does not create any right enforceable by any person not a party to it, except in relation to the provisions at clauses 3(d) and 3(e), which are intended to limit the liability of Great Plain's service entities or personnel, and of anyone who has been involved in the creation, production or delivery of the Software in the form described in those clauses (the "Third Parties"). This Agreement may be rescinded or varied without any Third Parties' consent

12.9. Withholding Taxes. If at any time any applicable law obliges the Licensee to make a deduction or withholding in respect of any withholding tax from any payment by the Licensee to eOne under this

Agreement, the Licensee must

    12.9.1. notify eOne of the obligation promptly after the Licensee becomes aware of it

    12.9.2. ensure that the deduction or withholding does not exceed the minimum amount required by the law

    12.9.3. pay to the relevant government agency on time the full amount of the deduction or withholding and promptly deliver to eOne a copy of any receipt, certificate or other proof of payment; and

    12.9.4. indemnify eOne against the deduction or withholding, to ensure that after the deduction or withholding is made, eOne receives a net sum equal to the sum that they would have received if the deduction or withholding had not been made. Licensee may thereafter challenge any such withholding tax in its sole discretion and seek and retain any refund thereof.

ACCEPT
I accept the above terms and conditions

CANCEL
I reject the above terms and conditions