

Schedule 3

SOFTWARE LICENCE AGREEMENT

Between

DELTER IT SERVICES A DIVISION OF ALTRON TMT (PTY) LTD

And

THE PARTY REFERRED TO IN ANNEXURE 1

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1.

PARTIES

This agreement is entered into by and between:

1.1 *Delter IT Services a division of Altron TMT (Pty) Ltd (registration number 1984/003805/07), a close corporation with limited liability incorporated in accordance with the laws of the Republic of South Africa (the "Licensor"); and*

1.2 *The party referred to in Annexure 1 (the "Licensee"), each a "Party" and collectively the "Parties".*

2.

INTERPRETATION

2.1 *The headings to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.*

2.2 *Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:*

- 2.2.1** "Agreement" shall mean this software licence agreement
- 2.2.2** "Business Day" shall mean any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa
- 2.2.3** "Designated System" shall mean the computer hardware system on which the Software is installed as specified in Annexure 1;
- 2.2.4** "Effective Date" shall mean the date specified in Annexure 1;
- 2.2.5** "Licence Fee" shall mean the fee payable by the Licensee for the use of the Software;
2.2.6 "Prime Rate" shall mean the rate of interest published as being charged from time to time by Absa Bank Limited to its customers on overdraft, as certified by any manager of that bank, whose appointment need not be proved and whose certification shall, in the absence of manifest error, be final and binding on the Parties;
- 2.2.7** "Services Agreement" shall mean the services agreement in terms of which the Licensor shall provide installation, support and maintenance services in respect of the Software to the Licensee;
- 2.2.8** "Signature Date" shall mean the date of signature of this Agreement by the last Party signing;
- 2.2.9** "Software" shall mean the computer programme(s) identified in Annexure 1;
- 2.2.10** "Use" shall mean:
 - 2.2.10.1** utilisation of the Software by copying, transmitting or loading the same into the temporary memory (random access memory) or installing it into the permanent memory (such as a hard disk, CD ROM or other storage device) of the Designated System for the processing of the instructions or statements contained in such Software;
 - 2.2.10.2** copying the Software which is in machine readable form for use by the Licensee on the Designated System for the purposes only of understanding the contents of such machine readable material and for back up;

2.2.10.3 merging the whole or any part of the Software in machine readable form into another software programme;

2.2.10.4 storing the whole or any part of the Software on the Designated System or other storage unit or disk; and

2.2.10.5 utilising (but not copying) the instructional and/or operational manuals relating to the Software;

2.2.11 "User" shall mean a person whom the Licensee permits to Use the Software.

2.3 *If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.*

2.4 *Unless inconsistent with the context, an expression which denotes:*

2.4.1 any gender includes the other genders;

2.4.2 a natural person includes an artificial person and vice versa;

2.4.3 the singular includes the plural and vice versa.

2.5 *The schedules to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedules.*

2.6 *When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately following Business Day.*

2.7 *In the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day.*

2.8 *Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.*

2.9 *Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.*

2.10 *The use of the word "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples.*

2.11 *Any reference to an enactment in this Agreement is a South African enactment unless otherwise stated, and is to that enactment as at the Signature Date and as amended or re-enacted from time to time.*

2.12 *The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.*

2.13 *This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.*

2.14 *The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect*

after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3.

INTRODUCTION

3.1 The Licensor owns the rights in all intellectual property subsisting in and relating to the Software.

3.2 The Licensee wishes to enter into this Agreement with the Licensor for the licensing of the Software.

4.

DURATION

Notwithstanding the Signature Date, this Agreement shall commence on the Effective Date and shall endure indefinitely, provided that either Party may terminate this Agreement by providing the other Party with 2 (two) calendar months' written notice of termination.

5.

GRANT OF LICENCE

5.1 The Licensor hereby grants the Licensee the rights to Use the Software on the Designated System with effect from the Effective Date.

5.2 The rights granted to the Licensee in terms of this Agreement are personal to the Licensee, non-transferable and nonexclusive.

5.3 The Licensee may install the number of copies of the Software on the Designated System referred to in Annexure 1 and may allow the simultaneous Use of the Software by the maximum number of Users referred to in Annexure 1.

5.4 The licence granted in terms of the provisions of this Agreement is limited to the Software and any enhancements, upgrades, later releases or versions of the Software pursuant to the provisions of clause 6. The Licensee shall not be entitled to Use any other software developed or owned by the Licensor, other than the Software, by virtue of this Agreement.

6.

SOFTWARE ENHANCEMENTS

6.1 The licence granted in terms of the provisions of this Agreement includes a right on the part of the Licensee:

- 6.1.1 at no additional charge, to any enhancements to the Software, subject to the following conditions:
 - 6.1.1.1 the Licensee shall have no general right to software enhancements, upgrades, later releases or versions. These shall be made available at the sole discretion of the Licensor;
 - 6.1.1.2 the Licensee shall, at its own cost, install all new enhancements, upgrades, later releases or versions of the Software as soon as possible after delivery by the Licensor; and
 - 6.1.1.3 all conditions applicable to the Software set out in this Agreement shall apply to enhancements, upgrades, later releases or versions of the Software;
- 6.1.2 to receive, free of charge, patches or other pieces of remedial code in order to remedy errors in the Software when these are made available by the Licensor. Such patches or remedial code shall be made available at the sole discretion of the Licensor and the Licensee shall have no right to require the Licensor to provide it with a patch or other remedial code not yet in existence.

6.2 In the event that the Parties have agreed that the Licensor shall provide support services in respect of the Software, and the Licensor has released an enhanced, upgraded or new version of the Software, the Licensor shall only be required to provide support in respect of the old version of the Software for as long as the Licensor, in its sole and absolute opinion, deems such support practical.

7.

PROHIBITIONS

The Licensee shall not:

7.1 copy the Software other than for normal system operation and as specified in the definition of "Use", nor otherwise reproduce the Software. Provided that the Licensee may copy the Software for backup purposes;

7.2 translate, adapt, vary or modify the Software;

7.3 disassemble, decompile or reverse engineer the Software.

8.

OBLIGATIONS OF THE LICENSEE

8.1 In order for the Software to continue operating, the Licensee must key in a code on a monthly basis. The Licensor shall provide the Licensee with such code, provided that the Licensee has received payment from the Licensee of all fees payable in terms of the provisions of the Services Agreement. The Licensee acknowledges that if it makes late payment of any fees due under the Services Agreement, it shall not receive the code required for continuous operation of the Software and that the Software shall cease operating. Accordingly, the Licensor shall not be liable for any claims, liability, damages, costs, expenses or penalties suffered or incurred by the Licensee as a result of the Software ceasing to operate due to non-payment or late payment of any fees due by the Licensee to the Licensor.

8.2 The Licensee undertakes to:

- 8.2.1 Maintain accurate and up to date records of the number and location of all copies of the Software;
- 8.2.2 Supervise and control Use of the Software in accordance with the terms of this Agreement;
- 8.2.3 Reproduce and include the copyright notice (appearing on all media on which the Software is stored) of the Licensor on all and any copies, whether in whole or in part, in any form, including partial copies or modifications of the Software made;
- 8.2.4 Not provide or otherwise make available the Software in whole or in part (including but not limited to programme listings, object and source programme listings, object code and source code), in any form to any person other than the Licensees' employees without prior written consent from the Licensor;
- 8.2.5 Within 14 (fourteen) days after date of termination or discontinuance of this Agreement for any reason, to return or destroy (as the Licensor shall instruct), the Software and all updates, upgrades enhancements, later versions or releases, or copies thereof, in the whole and in part, in any form including partial copies or modifications of the Software received from the Licensor or made in connection with this Agreement and all documentation relating thereto and to furnish the Licensor with a certificate, certifying that this has been done, unless the Licensee has obtained the Licensor's prior written permission to retain one copy for archive purposes only or for such other purpose which the Licensor may authorise together with any conditions the Licensor may impose in respect of such continued retention.

9.

INTELLECTUAL PROPERTY

9.1 The Licensee acknowledges that any and all of the copyright, trademarks, trade names and other intellectual property rights subsisting in or to the Software including all documentation and manuals relating thereto, are and shall remain the sole property of the Licensor. The Licensee shall not during or at any time after the expiry or termination of this

Agreement in any manner, question or dispute the ownership by the Licensor thereof.

9.2 In the event that any intellectual property is created in the performance or as a result of this Agreement, the Parties agree and the Licensee acknowledges that the same shall be the property of the Licensor.

9.3 The Licensee shall indemnify and hold the Licensor harmless against all liabilities, costs and expenses which the Licensor may incur as a result of infringement of any intellectual property rights of the Licensor by the Licensee.

10.

WARRANTIES

10.1 The Licensee agrees that software in general is not error free and accepts the Software on this basis.

10.2 Except to the extent set out elsewhere in this Agreement or as may be provided for by law, the Licensor gives no warranties, whether express or implied, in respect of the Software.

10.3 Although the Licensor has used reasonable efforts to check the Software for the most commonly known viruses prior to delivery to the Licensee, the Licensor does not warrant that the Software is free of all viruses, Trojan horses, malware and destructive code and the Licensee shall solely be responsible for virus scanning of the Software.

11.

LIABILITY

11.1 Except to the extent set out elsewhere in this Agreement or as may be provided for by law, the Licensor shall not be liable to the Licensee for any loss, damage, cost, expense or penalty (including consequential loss or special damages) ("Losses") whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the use of the Software by any party or otherwise. To the full extent permitted by law, the Licensee hereby indemnifies and holds the Licensor and its employees and contractors harmless against all such Losses.

11.2 In the event that any exclusion contained in this Agreement shall be held to be invalid for any reason and the Licensor becomes liable for loss or damage, such liability shall be limited to the fees paid by the Licensee to the Licensor for the Use of the Software, unless otherwise provided for by law.

12.

INFRINGEMENT OF THIRD PARTY RIGHTS

12.1 The Licensor agrees to indemnify and hold the Licensee harmless from any claims by third parties who allege that the Software infringes that third party's intellectual property rights.

12.2 The indemnity referred to in clause 12.1 shall only be effective if:

12.2.1 the Licensee has not done, permitted or allowed to be done anything which has been or becomes an infringement of any rights in any intellectual property rights as referred to in clause 9;

12.2.2 the Licensee has exercised reasonable care in protecting the intellectual property rights referred to in clause 9;

12.2.3 the Licensee gives prompt notice of the claim to the Licensor;

12.2.4 the Licensee allows the Licensor to, in the name of the Licensee, take over and defend at its own cost and for its own benefit the defence of and/or settlement of the claim with full and sole discretion in this regard;

12.2.5 the Licensee gives such assistance as the Licensor may reasonably be required to settle or oppose the claim.

12.3 In the event that an infringement of intellectual property rights of a third party as contemplated in clause 12.1

occurs or may occur, the Licensor may at its sole option and expense:

12.3.1 procure for the Licensee the right to continue using the Software or infringing part thereof; or

12.3.2 modify or amend the Software or infringing part thereof so that it becomes non-infringing; or

12.3.3 replace the Software or infringing part thereof with other software of similar capability; or

12.3.4 repay to the Licensee the licence fee originally paid relating to the whole or the infringing part of the Software.

12.4 The remedies referred to in clause 12.3 shall be the Licensee's sole remedy for an infringement in terms of clause 12.1 and the Licensor shall not be liable to the Licensee for any damages, expenses, costs (including, without limitation, legal costs), fees or claims or any other sort arising from such an infringement.

13.

CONFIDENTIAL INFORMATION

13.1 All information, data, drawings, specifications, documentation, software listings, source or object code which the Licensor may have imparted and may from time to time impart to the Licensee relating to the Software is proprietary and confidential to the Licensor. The Licensee hereby agrees that it shall use the same solely in accordance with the provisions of this Agreement and that it shall not at any time, during or after expiry or termination of this licence, disclose the same, whether direct or indirectly, to any third party without the Licensor's prior written consent.

13.2 The Licensee shall not use such confidential information to copy, reproduce, translate, adapt, vary, modify, decompile, disassemble or reverse engineer the Software nor shall the Licensee sell, lease, license or otherwise deal with the Software for any part or parts or variations, modifications, copies, releases, versions or enhancements thereof or have any software or other programme written or developed for itself based on any confidential information supplied to it by the Licensor.

13.3 The provisions of this clause 13 shall not apply to information that the Licensee can establish is required to be disclosed in terms of any law, regulation, judicial or governmental order, provided that such disclosure shall be limited to the extent of the legal requirement and the Licensee shall promptly notify the Licensor and cooperate with the Licensor, at the Licensor's so that it may intervene, object and/or institute such legal action as it requires to do.

14.

COLLECTION OF DATA

The Licensee acknowledges that certain data and information regarding the Licensee's use of the Software may be collected by the Software and/or sent to the Licensor. The Licensee hereby consents to the sending of such data to the Licensor and the Licensor collecting such data.

15.

TERMINATION

15.1 Should any Party ("the Defaulting Party") commit a breach of any of the provisions of this Agreement, then any other Party ("the Aggrieved Party") shall be entitled to require the Defaulting Party to remedy the breach within 20 (twenty) Business Days, or any other reasonable time, of delivery of a written notice requiring it to do so. If the Defaulting Party fails to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event, without prejudice to the Aggrieved Party's right to claim damages. The foregoing is without prejudice to such other rights as the Aggrieved Party may have at law: Provided always

that, notwithstanding anything to the contrary contained in this Agreement, the Aggrieved Party shall not be entitled to cancel this Agreement for any breach by the Defaulting Party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by a payment of money or, if it is capable of being remedied by a payment of money, the Defaulting Party fails to pay the amount concerned within 10 (ten) Business Days after such amount has been determined.

15.2 The Licensor may immediately terminate this Agreement at any time by giving written notice of such termination to the Licensee if:

15.2.1 The Licensee breaches any of the provisions of the Services Agreement;

15.2.2 the Services Agreement is terminated; **15.2.3** the Licensee is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation (whether provisional or final) or under judicial management or under receivership or under the equivalent of any of the foregoing;

15.2.4 a Final and unappealable judgement against the Licensee remains unsatisfied for a period of 10 (ten) Business Days or more after it comes to the notice of the Licensee;

15.2.5 The Defaulting Party makes any arrangement or composition with its creditors generally or ceases to carry on business;

15.2.6 The Licensee is amalgamated with, purchased by or through any corporate reconstruction becomes a part or member of or associated with, a competitor of the Licensor.

15.2.7 Any termination of this Agreement pursuant to the provisions of clause 15.2 shall be without prejudice to any claim which the Licensor may have in respect of any prior breach of the terms and conditions of this Agreement by the Licensee.

15.3 In the event of the termination of this licence for any reason whatsoever, the Licensee shall forthwith remove all copies of the Software from its hard disk memory and return to the Licensor, or at the Licensor's option destroy, all copies of portable storage media such as CD roms on which the Software is stored.

16.

DISPUTE RESOLUTION

16.1 If a dispute between the Parties arises out of or is related to this Agreement, including any matter relating to the breach of any of the provisions of this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 30 (thirty) days from the date upon which the dispute was declared by a Party by written notice, the dispute is not resolved the matter shall be determined in accordance with the following provisions.

16.2 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this Agreement will be finally resolved by arbitration as follows:

16.2.1 the arbitrator shall be a practising attorney or practising advocate of not less than 15 (fifteen) years standing. The Party calling the dispute ("the referring Party") shall nominate in writing, 3 (three) arbitrators of its choice to determine the dispute and shall furnish such nomination to the other Parties. The other Parties shall,

within 14 (fourteen) days after receipt of the nomination, nominate 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated in this clause 18. In the event that the other Parties fail to nominate or fail to agree on the arbitrator to be appointed as contemplated herein, the referring Party shall, in its sole discretion, be entitled to appoint 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated herein;

16.2.2 the arbitration shall be held at Pretoria; **16.2.3**

the arbitration shall otherwise be held in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA"), or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and the provisions of the Arbitration Act, 1965;

the arbitrator shall be entitled to:

16.2.4 **16.2.4.1** investigate or cause to be

investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;

16.2.4.2 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate; and

16.2.5 the arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (thirty) days after it has been so demanded.

16.3 This clause 16 will be severable from the rest of this Agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry, or accepted repudiation, of this Agreement.

16.4 Neither Party shall be entitled to withhold performance of any of their obligations in terms of this agreement pending the settlement of, or decision in, any dispute arising between the Parties and each Party shall in such circumstances continue to comply with their obligations in terms of this Agreement.

17.

DOMICILIUM AND NOTICES

17.1 Each Party chooses the address set out opposite its name below as its address to which all notices and other communications must be delivered for the purposes of this Agreement and its domicilium citandi et executandi ("Domicilium") at which all documents in legal proceedings in connection with this Agreement must be served:

17.1.1 Licensee: As per Annexure 1

17.1.2 Licensor: Domicilium:
Glenfield Office Park,
Mertech Building, 1st Floor
Oberon Avenue
Faerie Glen
Pretoria, 0081
Postal address: PO Box 70361
Die Wilgers, 0041
Telefax No: 086 676 2144

17.2 Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number or e-mail address in accordance with the provisions of clause 17.5, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's Domicilium.

17.3 Any Party may by written notice to the other Parties, change its chosen address, telefax number or e-mail address to another address, telefax number or e-mail address, provided that:

17.3.1 the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the addressee in accordance with the provisions of clause 17.4, and

17.3.2 any change in a Party's *Domicilium* shall only be to an address in South Africa, which is not a post office box or a *poste restante*.

17.4 Any notice to a Party contained in a correctly addressed envelope; and

17.4.1 sent by prepaid registered post to it at its chosen address in clause 17.1; or

17.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address in clause 17.1; shall be deemed to have been received in the case of clause 17.4.1 on the fifth Business Day after posting (unless the contrary is proved) and, in the case of clause 17.4.2 on the day of delivery.

17.5 Any notice by telefax or e-mail to a Party at its telefax number or e-mail address shall be deemed, unless the contrary is proved, to have been received on the first Business Day after the date of transmission.

17.6 Notwithstanding anything to the contrary contained in this clause 17, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address, telefax number or e-mail address as set out in clause 17.1.

18.

CESSION

The Licensee shall not cede or assign the whole or part of its rights and obligations under this Agreement to any other Party without the prior written consent of the Licensor which shall have the sole discretion in this regard.

19.

AUTHORITY

All Parties to this Agreement hereby warrant to each other Party that it is duly authorised, and has taken all required corporate and other action to ensure that this Agreement is valid, binding and enforceable against it.

20.

GOVERNING LAW

The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the North Gauteng High Court, Pretoria in regard to all matters arising from this Agreement.

21.

COSTS

Each Party shall bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

22.

GENERAL

22.1 This document contains the entire agreement between the Parties in regard to the subject matter hereof.

22.2 No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.

22.3 No variation, amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

22.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against a Party in respect of its rights under this Agreement.

22.5 It is agreed between the Parties, that notwithstanding the provisions of the Electronic Communications and Transactions Act, 2002, any amendment to this Agreement shall only be effective if it is reduced to writing on paper and signed by all the Parties.

22.6 No failure by any Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

22.7 Nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies under or by reason of this Agreement.

22.8 If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.

SIGNED at _____ on this _____ day of _____ 20_____.

For and on behalf of

LICENSEE

Name:

Capacity:

Who warrants his authority hereto

SIGNED at _____ on this _____ day of _____ 20_____.

For and on behalf of

LICENSOR

Name:

Capacity:

Who warrants his authority hereto