SOFTWARE LICENSE AGREEMENT

BETWEEN: ....

....

....

(hereinafter referred to as the "Developer")

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AND: ....

....

....

(hereinafter referred to as the "Licensee")

(the Developer and the Licensee are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Developer designs and develops various software, including the software contemplated in this Agreement;

WHEREAS the Licensee wishes to use the said software;

WHEREAS the Developer has agreed to grant a user license to the Licensee in accordance with the terms and conditions set forth hereinbelow;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2 **2.01 Grant of License**
Provided the Licensee abides by each and every one of the provisions of this Agreement, the Developer shall grant to the Licensee, personally, a non-exclusive and non-transferable license giving it the right to do the following:
a) use the software and related documentation (hereinafter collectively referred to as the "Software Product") which are more fully described in the specifications set forth in Schedule "….." annexed hereto (hereinafter referred to as the "Specifications"), which use shall be effected solely for purposes of the Licensee's business (OR: solely for the

Developer	Licensee

Licensee's needs);

b) make a single copy of the Software Product, provided that:
- same is done solely for backup or archival purposes;
- the said copy is not installed or used on any computer whatsoever; and
- all references to the Developer's Intellectual Property Rights, Titles and Interests are fully reproduced on the said copy.

2.02 Use on a Single Computer

The right conferred by the Developer upon the Licensee shall be restricted to use of the Software Product as follows:

a) on one single computer (hereinafter referred to as the "Single Computer") as identified in the Specifications; or
b) on one backup computer if the Single Computer is temporarily unusable; or
c) on one replacement computer which shall take the place of the Single Computer and shall, therefore, become the Single Computer for purposes of this Agreement.

If the Software Product is used on a computer other than the Single Computer, the Licensee shall immediately send a notice to the Developer.

3.00 CONSIDERATION

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3.01 Royalties

In consideration for the above-mentioned license, the Licensee shall pay to the Developer the royalties set forth in the Specifications, together with all applicable taxes.

3.02 Physical or Electronic Invoicing Address

The Developer shall send its invoices to the Licensee at the physical or electronic address set forth in the Specifications or at any other physical or electronic address indicated by the Licensee to the Developer after the signing of this Agreement.

3.03 Terms and Conditions of Payment

The royalties shall be payable by the Licensee to the Developer in accordance with the terms and conditions of payment set forth in the Specifications.

4.00 SPECIFIC PROVISIONS

4.01 Representatives of the Parties

Each of the Parties acknowledges that the person designated by it in the Specifications (or any other person replacing the designated person, pursuant to a notice to that effect given to the other Party) shall represent it and shall have full authority to take all steps, make all decisions and give all consents required with respect to the performance of this Agreement.

4.02 Electronic Communications

The Parties' representatives may communicate between themselves by electronic means, in which case, the following presumptions shall apply:

- the presence of an identification code in an electronic document shall be sufficient to identify the sender and to establish the authenticity of the said document;
- an electronic document containing an identification code shall constitute a written instrument signed by the sender; and
- an electronic document or any printed output of such document, when kept in accordance with usual business practices, shall be considered to be an original.

The Parties' representatives may also communicate between themselves by telecopier.

Developer	Licensee