

PLAIN ENGLISH PREAMBLE

This licensing agreement is between VoiceNet and the Licensee and permits the Licensee to reproduce, sell and or distribute, install, commission, maintain and otherwise provide VoiceNet's systems with the permission of VoiceNet.

VoiceNet will provide the Licensee with the materials to perform the above licensed services, including but not limited to, master disks containing the installation files for all of VoiceNet's systems, documentation, procedures and training.

VoiceNet's and the Licensee's rights of exclusivity for both the provision of the licensed services and their respective sales territories are defined in this agreement. This agreement also provides definitions for the systems which VoiceNet licenses to the Licensee. All rights and ownership of the intellectual property contained within the systems defined in this agreement remain with VoiceNet.

“Documentation” means operation manuals and other printed materials referred to in Schedule 1 including technical manuals, user guides, flow charts, drawings and instruction sets which are designed to assist or supplement the understanding or application of the Product.

“Effective Date” means the later of the dates of signature of the parties executing this Agreement.

“Force Majeure” means a circumstance beyond the reasonable control of the parties which results in a Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- (c) strikes.

“Governmental Agency” means any government, semi-governmental or judicial entity or authority.

“Intellectual Property Rights” means in relation to a person company or corporation, the rights of the person company or corporation in and to:

- (a) any copyrights, patents, designs, inventions, trade marks, service marks, trade names, business names, plant variety rights and circuit layout rights (whether registrable, registered or unregistered and whether protected by a law in force in Australia or elsewhere); and
- (b) any applications for or rights to obtain or acquire, any intellectual property rights as defined in paragraph (a); and
- (c) any schemes or systems which may be franchised; and
- (d) any information, secret processes, know how, discoveries or creations which may be protected by law or by an order of any Court or Tribunal; and
- (e) any rights to use or exploit the name, appearance, voice, sound or other features or characteristics of any person or thing (whether dead or alive), or ascribed to or associated with any fictional character; and
- (f) any rights to use or exploit any idea or thing which is the direct or indirect result of human discovery, creation, invention or effort; and

any other intellectual property.

“Price” means the Australian dollar (AUD) amount specified in Schedule 1, payable by the Licensee to the Licensor, for the Licensing of the Product.

“The Product” means the NTerprise[®] systems designated in Schedule 1 consisting of the Master Disks containing a set of software programs in machine readable

medium, and the Technical Manual, User Manuals and any other documentation or Confidential Information relating to the production, distribution, sales, installation, commissioning and maintenance of the NTerprise® systems or part thereof.

“Party” means either the Licensor or the Licensee as the context dictates.

“Related Corporation” has the meaning given to the term related body corporate in section 50 of the Corporations Law, in force on the date of this Agreement.

“Related Party”:

- (a) in relation to a corporation or a natural person includes:
 - (i) any person or corporation in concert with whom that person or corporation is acting or proposes to act or is or proposes to become associated, whether informally or formally, in any way in respect of the matter to which the reference relates; and
 - (ii) the trustee or trustees of any trust under which a person described in this definition benefits;
- (b) in relation to a corporation includes:
 - (i) a director or secretary of the corporation or a Related Corporation of that corporation; and
 - (ii) a Related Corporation of that corporation.

“Schedule” means the Schedules to this Agreement.

“Site” means the location designated in Schedule 1 for delivery of the Product.

“Source Code” means the machine-compileable programs designated in Schedule 1 which when compiled and installed constitute the executable programs used by the Product.

“Statute” means any statute, regulation, rule, ordinance or by-law and includes any instrument or order made under any of them.

“Tax” includes goods and services tax, income tax, Licensor tax, group tax, undistributed profits tax, capital gains tax, fringe benefits tax, sales tax, payroll tax, land tax, stamp duty, financial institutions duty, debits tax, estate duty, gift duty, municipal tax, rates, customs and other import duties and other tax, levy charge impost, fee, deduction, duty or withholding of any nature, now or in future payable or required to be remitted to, or imposed, levied, collected, withheld or assessed by any governmental agency and includes any interest, expense, fine penalty or other charge payable or claimed in respect of any such payment.

“Territory” means _____

“Training” means training in interpretation, use, installation, operation, maintenance, documentation and marketing of the Product.

“Warranty Period” is the period so specified in Schedule 1.

In this Agreement, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to part, clause, party, annexure, exhibit or Schedule is a reference to a part and clause of, and a party, annexure, exhibit and Schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit and Schedule;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulation, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document, includes an amendment or supplement to, or replacement or novation of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assigns;
- (j) where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the preceding Business Day;
- (k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it;
- (l) a covenant or Agreement on the part of two or more persons binds them jointly and severally;
- (m) a reference to an Agreement includes an undertaking, deed, Agreement or legally enforceable arrangement or understanding whether or not in writing;
- (n) a reference to an asset includes all property, rights, revenues and benefits of any nature and includes, but is not limited to, a business.

2 DURATION

This Agreement shall bind the parties hereto as from the Effective Date and (subject to the rights of termination contained in Clause 23) continue in force thereafter until terminated by either party on giving one (1) months written notice to the other.

3 GRANT OF LICENSE

The Licensor hereby grants to the Licensee and Licensee hereby accepts upon the

terms and conditions contained in this Agreement:

- (a) an exclusive / non-exclusive* (*strike out whichever is not applicable) license to reproduce the Products in the Territory; and
- (b) an exclusive / non-exclusive* (*strike out whichever is not applicable) license to distribute and sell the Products in the Territory; and
- (c) an exclusive / non-exclusive* (*strike out whichever is not applicable) license to install, commission and maintain the Products in the Territory.

Such licenses shall include the right to practise in the Territory the Confidential Information of the Licensor relating to the Product and any other intellectual property rights of the Licensor in the Product.

4 DEPOSIT AND OTHER PAYMENTS BEFORE COMPLETION

The Licensee must pay the Deposit to the Licensor on the date of this Agreement. The Deposit shall be used by Licensor to provide technical assistance to the Licensee during the Delivery and Acceptance Testing period of the licensing agreement.

The Licensee must pay the balance of the Price (being the Price less the Deposit) to the Escrow agent, _____, to be held in their trust account until completion of the Delivery and Acceptance Testing of the Product in accordance with this Agreement after which the Escrow agent may account to the Licensor for the balance of the Price ("Completion").

If the parties agree that the balance of the Price is to be invested, the Escrow agent is to invest same (at the risk of the party who becomes entitled to it) with a Bank having a current Australian Banking License in an interest bearing account in New South Wales, payable at call, with interest to be re-invested and with all interest to be paid to the Party who becomes entitled to it after the deduction of all proper government taxes and financial institution charges and any other charges.

The Deposit is non-refundable.

5 DELIVERY AND INSTALLATION

The Licensor shall deliver the Product to the Licensee and install the Product at the Site as specified in Schedule 1.

The Licensee shall give the Licensor such reasonable assistance, including the provision of personnel and facilities, as the Licensor considers reasonably necessary to ensure satisfactory installation of the Product. The Licensee shall ensure the Licensor is granted all reasonable access including all necessary security clearances for the purpose of complying with sub-clause 1.

6 ACCEPTANCE TESTING

Unless otherwise agreed between the parties, the Licensee shall test the Licensed Software under the supervision of the Licensor and in accordance with the Acceptance Criteria within the period specified in Schedule 1 (or such other period as is agreed between the parties). The Licensor shall provide all reasonable assistance

and training to enable the Licensee to conduct the Acceptance Tests.

The Licensee shall be responsible for the preparation of all necessary acceptance data specified in or relevant to the Acceptance Criteria.

The Licensor shall be entitled to observe, and, to the extent considered reasonable by the Licensor, participate in the conduct of the Acceptance Tests and preparation of the acceptance data.

In the event the Licensee fails to complete the Acceptance Tests within the time frame specified in Schedule 1 for reasons other than delay caused solely by the Licensor, the Licensee will be deemed to have accepted the Product.

Upon satisfactory completion of the Acceptance Tests:-

- (a) the Licensor will if requested by the Licensee provide a written summary of the Acceptance Tests and the results achieved during the Acceptance Tests; and;
- (b) the Licensee will provide the Licensor with written acknowledgement of Acceptance of the Product.
- (c) the Licensee shall notify the Escrow agent to release the Price to the Licensor.

7 DOCUMENTATION

The extent of Documentation to be provided by the Licensor to the Licensee is defined in Schedule 1.

The Licensor shall provide the Licensee with such number of copies of the Documentation as specified in Schedule 1.

The Licensee acknowledges that the Documentation contains sufficient information for the adequate use of the Product, except to the extent the Licensor has notified the Licensee of any omission or deficiency or of any variation which it considers necessary for the proper use of the Product.

8 TECHNICAL ASSISTANCE

In addition to the Delivery and Acceptance Testing referred to in Clauses 5 and 6, at any time during the duration of this Agreement the Licensor will, at the request and expense of the Licensee, provide or cause to be provided to the Licensee such technical assistance in relation to the use, supervision, management and control of the Products as the Licensee may reasonably request.

The expenses which the Licensee shall bear pursuant to sub-clause 1 above shall include reasonable charges for the accommodation and expenses (including business class travel) of such person nominated by the Licensor for the purpose of rendering technical assistance to the Licensee and hourly rates as defined in Schedule 1 for work done by that person.

The inability and or failure of the Licensor to provide the technical assistance referred to in sub-clause 1 shall not constitute a breach of this Agreement and Licensee shall

have no right to terminate this Agreement or to make any claim for damages costs or expenses by reason thereof.

9 NO SALES OUTSIDE THE TERRITORY

The Licensee warrants that it shall ensure that each unit of the Product sold by it, or the subject of a Deemed Sale shall not be subsequently sold outside the Territory and shall procure from each person to whom any unit of the Product is sold or otherwise disposed of an enforceable, binding covenant in favour of the Licensee to the effect that such person shall not sell or otherwise dispose of any unit of the Product outside the Territory.

10 QUALITY CONTROL

Upon request from the Licensor, the Licensee shall provide the Licensor with reasonable access to the Products reproduced, distributed, sold, installed or maintained by the Licensee for the purpose of enabling the Licensor to ascertain whether the workmanship, quality of system delivery and standards are satisfactory to the Licensor. If the Licensor determines that such workmanship, quality of system delivery and standards fail to meet its requirements, the Licensor shall notify the Licensee of such fact and the Licensee shall take all steps necessary to meet the requirements of the Licensor.

11 LICENSING CONDITIONS

Unless stated to the contrary in this Agreement the Licensor shall not be obliged to support the Product sold by the Licensee after the completion of the Warranty Period, whether by providing advice, training, error correction, modifications, updates, new releases, enhancements or otherwise.

The Licensee acknowledges that there is no transfer of title or ownership to the Licensee of the Product, nor is there is any transfer of title or ownership to the Licensee of any subsequent modifications, updates or new releases of the Product made after the completion of this Agreement.

12 COPYING

The Licensee shall not copy or reproduce the Product or Documentation by any means or in any form before the completion of this Agreement without the Licensor's prior written consent.

The Licensee shall issue a notice in a form approved by the Licensor to all employees and other authorised users of the Product under its direction or control, advising such persons of the Licensee's obligations under this clause and also advising the possible civil and criminal consequences of a breach of this clause.

13 MODIFICATIONS

The Licensee shall not modify or alter the Product or merge all or any part of the Product with any other software without the Licensor's written permission.

If the Product is modified or altered by the Licensee with the permission of the Licensor pursuant to sub-clause 1:

- (a) the costs associated with the modifications or alterations or the costs arising out of the investigation of the effects of proposed modifications or alterations will be borne solely by the Licensee; and
- (b) the Licensee will fully indemnify the Licensor against all liability which may be incurred by the Licensor if such modifications or alternations infringe any Intellectual Property Rights of a third person or otherwise cause the Licensor to suffer loss, damages or expense.

The Product as modified or altered remains the sole property of the Licensor in all respects whether such alteration was authorised or not and the Licensee shall if necessary assign the Licensor all Intellectual Property Rights arising out of any modification of the Product, and this Agreement shall apply to the Product as modified or altered.

The Licensee shall execute such documents and perform such other acts as necessary to give effect to sub-clause 3.

14 REVERSE ENGINEERING

The Licensee shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Product.

15 SECURITY

The Licensee shall be solely responsible for the use, supervision, management and control of any Product and Documentation reproduced, distributed, sold, installed, commissioned or maintained by the Licensee in the Territory after the completion of this Agreement.

16 PAYMENT

The Licensee shall pay the Price at the rate and in the manner specified in Schedule 1.

The Price is exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply and installation of the Product. Without limiting the foregoing, the Licensee shall be liable for any taxes, duties or charges imposed subsequent to the Commencement Date in respect of the goods and services which are the subject of this Agreement.

17 WARRANTY

For the duration of the Warranty Period, the Licensor warrants that the Product will operate in conformity with the specifications in all material respects.

If at any time during the Warranty Period the Licensee believes that there is a defect in the Product such that the Product does not comply with or cannot be used in accordance with the specifications, the Licensee shall notify the Licensor of such perceived defect.

The Licensor shall investigate the perceived defect notified pursuant to sub-clause 2 and shall, upon the verification of the existence of the defect, rectify such defect

within 90 days without additional charge to the Licensee.

If due investigation by the Licensor of a defect reported pursuant to sub-clause 2 reveals that no such defect in fact exists, the Licensor will make an Additional Charge in respect of such investigation.

The Licensor shall not be liable under this clause to the extent that the defect is caused by the Licensee or a third party, including the failure of the Licensee or a third party to maintain the operating environment designated in the Documentation or to otherwise use the Product in accordance with specifications issued by the Licensor, whether in the Documentation or otherwise.

18 INTELLECTUAL PROPERTY RIGHTS

Subject to sub-clauses 2, 3 and 4, the Licensor shall indemnify the Licensee against liability under any final judgment in proceedings brought by a third party against a Licensee which determine that the Licensee's use of the Product constitutes an infringement in Australia or elsewhere of any Intellectual Property Rights in the Product.

The Licensor shall not be required to indemnify the Licensee as referred to in sub-clause 1 unless the Licensee:

- (a) Notifies the Licensor in writing as soon as practicable of any infringement, suspected infringement or alleged infringement;
- (b) Gives the Licensor the option to conduct a defense of the claim and any related negotiations prior to institution of legal proceedings;
- (c) Provides Licensee with all reasonable assistance in the defense of the claim;
- (d) Permits the Licensor to modify alter or substitute the infringing part of the Product at its own expense in order to avoid continuing infringement, or authorises the Licensor to procure for the Licensee the authority to continue the use and possession of the infringing part of the Product.

The Licensor shall not indemnify the Licensee to the extent that an infringement, suspected infringement or alleged infringement arises from:-

- (a) Use of the Product:
 - (i) in combination by any means and in any form with other goods not specifically approved by the Licensor; or
 - (ii) in a manner or for a purpose not reasonably contemplated or not authorised by the Licensor;
- (b) Modification or alteration of the Product; or
- (c) Any transaction entered into by the Licensee relating to the Product.

In the event that proceedings are brought or threatened by a third party against the Licensee alleging that the Licensee's use of the Product constitutes an infringement of intellectual property rights, the Licensor may at its option and its own expense conduct the defense of such proceedings. The Licensee shall provide all necessary

co-operation, information and assistance to the Licensor in the conduct of the defence of such proceedings.

The Licensee shall indemnify the Licensor against any loss, cost, expenses, demands or liability whether direct or indirect arising out of a claim by a third party alleging such infringement if:

- (a) the claim arises from an event specified in sub-clause 3; or
- (b) the ability of the Licensor to defend the claim has been prejudiced by the failure of the Licensee to comply with any requirements of sub-clauses 2 or 4.

19 ESCROW OF SOURCE CODE, PRODUCT AND PRICE

The Parties shall forthwith enter into an escrow agreement in relation to the Source Code and the amount payable agreed by the parties as the Price.

Once the Source Code and the Price payable are placed in escrow pursuant to this clause, the person specified in Schedule 1 shall act as escrow agent.

The escrow agreement shall be in a form approved by the Licensor and the Licensee.

The escrow agreement shall provide for the release of the Price by the escrow agent to the Licensor in the event, inter alia, that:

- (a) the Licensor has a right to terminate this Agreement for breach by the Licensee, whether or not it elects to exercise that right;
- (b) the Licensee becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (c) the Licensee ceases its business operations;
- (d) the Acceptance Tests are successfully completed.

The escrow agreement shall provide for the release of the Source Code by the escrow agent to the Licensee only in the event, inter alia, that:

- (a) the Licensor becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration.

20 CONFIDENTIALITY

On the date of completion of the Acceptance Testing, or as soon as practicable thereafter, the Licensor shall to the extent that it has not already done so supply Licensee with the Master Disks, Technical Manual and any other necessary Confidential Information then possessed by the Licensor (constituting the Product) and the Licensor agrees that the Licensee may use the Master Disks, Technical Manual and Confidential Information (the Product) in the Territory for the purposes of producing, distributing and selling, installing, commissioning and maintaining the Product in the Territory and for the duration of this Agreement and whilst Licensee performs and observes its obligations hereunder, and not otherwise.

A Party shall not, without the prior written approval of the other Party, disclose the

Party's Confidential Information, unless it is legally compelled to do so.

Each Party shall take reasonable steps to ensure that its employees, agents, and any subcontractors engaged for the purpose of this Agreement do not make public or disclose the other Party's Confidential Information. Either party shall account to the other party in full detail for any accidental or purposeful disclosure made by the first party forthwith upon becoming aware of such disclosures.

Notwithstanding any other provision of this clause, both the Licensor and the Licensee may disclose the terms of this Agreement (other than confidential information of a technical nature) to a Related Party, solicitors, auditors, insurers and accountants.

This clause shall survive the termination of this Agreement.

21 IMPLIED TERMS

Any conditional warranty which would otherwise be implied in this Agreement is hereby excluded subject to sub-clause 2.

Where legislation implies in this Agreement any conditional warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this Agreement. However, the liability of the Licensor for any breach of such condition or warranty shall be limited, at the option of the Licensor, to one or more of the following:

- (a) If the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (iv) the payment of the costs of having the goods repaired; and
- (b) If the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

22 LIABILITY OF LICENSOR

Except in relation to liability for personal injury (including sickness and death), the Licensor shall not be liable to the Licensee in respect of any loss or damage, including consequential loss or damage which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to this Agreement or in respect of any failure or remission on the part of the Licensor to comply with its obligations under this Agreement.

The Licensee warrants that it has not relied on any representation made by the Licensor not stated expressly in this Agreement, or upon any descriptions,

illustrations or specifications contained in any document including catalogues, or publicity material produced by the Licensor, that is not expressly stated in this Agreement and the Schedules to this Agreement.

The Licensee acknowledges that to the extent the Licensor has made any representation not expressly stated in this Agreement, the Licensee has been provided with the opportunity to independently verify the accuracy thereof.

The Licensee shall at all times indemnify and hold harmless of the Licensor and its officers, employees and agents from and against any loss, (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those persons arising from any proceedings against those persons where such loss or liability was caused by:

- (a) A breach by the Licensee of its obligations under this Agreement;
- (b) Any willful, unlawful or negligent act or omission of the Licensee.

23 TERMINATION

Without limiting the generality of any other clause of this Agreement;

The Licensor may terminate this Agreement immediately by notice in writing, if:

- (a) the Licensee is in breach of a term of this Agreement and such breach is not remedied within ninety (90) days of notification by the Licensor; or
- (b) the Licensee becomes, threatened or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; or
- (c) the Licensee ceases or threatened to cease conduct in its business in the normal manner.

If notice is given to the Licensee pursuant to sub-clause 1, the Licensor, may, in addition to terminating the Agreement:

- (a) repossess any copies of the Product in the possession, custody or control of the Licensee;
- (b) retain any monies paid;
- (c) advise the escrow agent to release the Price and the Source Code to the Licensor;
- (d) charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
- (e) be regarded as discharged from any further obligations under this Agreement; and
- (f) pursue any additional or alternative remedies provided by law.

The Licensee may terminate this Agreement immediately by notice in writing, if:

- (a) the Licensor is in breach of a term of this Agreement and such breach is not

remedied within ninety (90) days of notification by the Licensee; or

- (b) the Licensor becomes, threatened or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration.

If notice is given to the Licensor pursuant to sub-clause 3, the Licensee, may, in addition to terminating the Agreement:

- (a) retain any copies of the Product in the possession, custody or control of the Licensee;
- (b) only if the Licensor becomes, or resolves to become, or is in jeopardy of becoming subject to any form of insolvency administration, advise the escrow agent to release the Source Code to the Licensee;
- (c) be regarded as discharged from any further obligations under this Agreement; and
- (d) pursue any additional or alternative remedies provided by law.

24 FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.

If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended.

If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds ninety (90) days either Party may immediately terminate the Agreement on providing notice in writing to the other party.

25 ENFORCEABILITY

This Agreement shall be binding upon and the covenants and the undertakings contained herein shall run to and may be enforced by or against the heirs, executors, administrators, successors and assigns of the parties hereto and where any party hereto shall consist of two (2) or more persons such covenants and undertakings shall bind or be for the benefit and enjoyment of them jointly and each of them severally.

26 COUNTERPARTS

This Agreement may be executed in several counterparts all of which together shall constitute one binding on the parties hereto notwithstanding that those parties had not signed the same counterpart.

27 SEVERABILITY

If any of the provisions of this Agreement are contrary to or inhibited by or held invalid under any applicable law or regulation of any jurisdiction in which it is sought to be enforced such provisions shall be considered inapplicable and omitted from this but shall not invalidate the remaining provisions of this Agreement which shall continue to be valid to the fullest extent permitted by law and equity.

28 VARIATION

A variation of any term of this Agreement must be in writing and signed by the parties hereto.

29 ASSIGNMENT

Each party may only assign its rights and obligations under this Agreement with the prior written consent of the other, which consent may not be unreasonably withheld or delayed where the assignee is a person of sufficient financial substance to meet the obligations of the assignor under this Agreement. As a condition of assignment the party assigning shall procure its assignee to enter into a deed with the other party to this Agreement to the effect that such assignee will duly perform and observe all terms, conditions, covenants and provisos on the part of the assigning party to be performed or observed contained in this Agreement.

30 COSTS AND EXPENSES

Each party shall pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this Agreement or other Agreement or document entered into or signed under this Agreement, will bear all stamp duty payable on this document and will indemnify this Agreement in respect of any liability for stamp duty hereon.

31 CUMULATIVE RIGHTS

The rights, powers, authorities, discretions and remedies of a party under this Agreement do not exclude any other right, power, authority, discretion or remedy.

32 FURTHER ASSURANCES

Each party must do all things necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

33 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and by its own force terminates all prior arrangements between the parties whether oral or written relating to the same subject matter.

34 ILLEGALITY

If any provision of this Agreement shall be held invalid illegal or unenforceable the remainder of this Agreement shall not be affected thereby. If any provision of this Agreement is held by a Court of competent jurisdiction to conflict with any laws such provision is hereby declared to be of only such force and effect as is permissible by such law.

35 WAIVER

The failure of any Party to require the performance or observation of any term condition or covenant of this Agreement shall not prevent a subsequent enforcement of such term condition or covenant nor shall it prevent the Party making the waiver from subsequently

acting upon any subsequent breach or default or from enforcing all the provisions of this Agreement. Any expressed or implied waiver by any Party of any provision of this Agreement or of any breach or default by any other Party shall not constitute a continuing waiver and shall be a waiver at the will of the Party who has made the waiver only and may be terminated by that Party at any time.

36 NOTICES

(a) Any notice or other communication including, but not limited to, any request, demand, claim, consent or approval, to or by a party under this Agreement may be delivered or sent by post or facsimile or email and:

(b) must be legible writing and in English addressed as shown:

(i) if to: the Licensor

Address: Suite 45, Level 2
90 Mona Vale Road
Mona Vale, NSW, 2103
Australia

Facsimile: +61 2 9997 7244

Email: admin@voicenet.net.au

(ii) if to: the Licensee

Address:

Facsimile:

Email:

or as specified to the sender by the addressee by notice;

(c) must be signed by the sender of, in the case of a body corporate, be signed by an officer of the body corporate or under the common seal of the sender;

(d) is to be regarded as having been given by the sender and received by the addressee:

(i) if by delivery in person when delivered to the addressee;

(ii) if by registered post, three (3) business days from and including the date of postage;

- (iii) if by facsimile transmission, whether or not legibly received, when transmitted to the addressee and return receipt advice from the addressee has been received;

but if the delivery or receipt is on a day which is not a business day or is after 4:00 pm (addressee's time) it is to be regarded as having been received at 9:00 am on the following business day;

- (e) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
 - (i) A facsimile is to be regarded as legible unless the sender's transmission report indicates a faulty or incomplete transmission or unless the addressee indicates a faulty or incomplete transmission or unless the addressee telephones the sender within one (1) business day after transmission and informs the sender that it is not legible.
 - (ii) In this Clause a reference to an addressee includes a reference to an addressee's officers, agents or employees.

37 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of the State of New South Wales, Australia and the Parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of that State in respect of all matters arising hereunder or relating hereto or connected herewith.

EXECUTED BY THE PARTIES AS AN AGREEMENT

SIGNED by **VOICENET ASIAPACIFIC**)
PTY LTD by a Director in)
accordance with the Corporations Law)

.....
Signature of Director

.....
Name of Director (please print)

.....
Date

SIGNED by)
by a Director in)
accordance with the Corporations Law)

.....
Signature of Director

.....
Name of Director (please print)

.....
Date

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SCHEDULE 1

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- 1.5 LICENSOR'S HOURLY RATE
- 1.6 COMMENCEMENT DATE
- 1.7 DEPOSIT
- 1.8 PRICE
- 1.9 MANNER OF PAYING THE PRICE
- 1.10 DOCUMENTATION
- 1.11 NUMBER OF COPIES OF DOCUMENTATION TO BE SUPPLIED
- 1.12 THE PRODUCT
- 1.13 THE SOURCE CODE
- 1.14 THE SITE FOR DELIVERY OF THE PRODUCT
- 1.15 WARRANTY PERIOD FOR THE PRODUCT
- 1.16 ESCROW AGENT