LICENSE AGREEMENT executed in ______________________________, this

__________day of __________________________, 1992.

BY AND BETWEEN: **BUNYIP INFORMATION SYSTEMS INC.**, a corporation duly incorporated under the Canada Business Corporations Act

(hereinafter referred to as **Bunyip**)

AND: ____
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(hereinafter referred to as the **LICENSEE**)

WHEREAS BUNYIP owns the copyright for all Archie system, software, documentation and associated information (the **Archie System**).

WHEREAS this License Agreement covers the licensed use of the Archie System, as supplied by BUNYIP.

NOW THEREFORE, IT IS HEREBY CONVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.- GRANT OF LICENSE
1.1 Subject to the terms and conditions of this Agreement, Bunyip grants to the Licensee a non-exclusive license to use and operate the Archie software to gather, manage and serve information. By installing and operating the Archie System the Licensee agree to be bound by the following terms and conditions.

l.2 The Licensee is licensed to operate ____________ simultaneous copies of the Archie System.

The Licensee may use Archie software to gather and maintain multiple databases and the Licensee may configure its system to use additional computers as file servers to process and store the information gathered, but the information maintained by the Archie Systems covered by this License Agreement may only be served to users while operating Archie on no more than this number of computer systems (the Designated Computers).

l.3 The Licensee or the Licensee's employees are authorized to make an unlimited number of copies of the software for backup and archival purposes, but shall not have the right to transfer, share or otherwise release copies of the Archie Systems to third parties. Any such copy shall become the property of Bunyip.

l.4 In the event that the Licensee desires to transfer the use of the Archie System to a newly designated computer from the designated Computers set forth in paragraph l.2 of this License Agreement, the Licensee shall request prior written permission from Bunyip, which permission shall not be unreasonably withheld. Upon receipt of this permission the Licensee may transfer the use of the Archie System to the newly designated computer. The Licensee shall destroy all copies or records of the Archie System in the Designated Computers or shall transfer all of these copies or records to the newly designated computer and shall if required by Bunyip promptly certify in writing that no copies or record of the Archie System exist outside the newly designated computer.

l.5 The Licensee shall not have the right to sublicense this Agreement, and the Licensee shall not assign its license, whether voluntarily or by operation of law or otherwise without prior written approval of Bunyip.

2.- LICENSE FEE

2.1 In consideration of the License granted by Bunyip to the Licensee, the Licensee shall pay to Bunyip as a License and maintenance fee prior to operating the Archie System the amount of $__________________ in United States funds.

2.2 The initial license fee covers access to the current Archie release (release 2.11) and permits the Licensee to continue to operate this version of the Archie System.

2.3 Bunyip plans to periodically issue maintenance or upgrade releases to the Archie System, as Bunyip deems appropriate. The initial yearly maintenance fee will permit the Licensee to receive all maintenance and upgrade releases to the Archie software, documentation and other materials for a period of one (1) year from the date of this License Agreement (the Licensed Materials).

2.4 Additional maintenance coverage is available to cover the system of the Licensee after this initial coverage period, the Licensee shall contact Bunyip for the current terms and fees for such coverage.

2.5 The license and maintenance fees do not include any provincial or federal sales or similar taxes or duties and any of these taxes or duties shall be assumed and paid by the Licensee. In the event that further taxes are determined to be payable, the Licensee shall promptly pay them upon

demand by Bunyip.
2.6 In the event that the Licensee fails or neglects to make any payment for the Archie System when due, Bunyip may at its option and in addition to any other right which it has under this Agreement or at law:

a) enter upon the Licensee premises and take possession of the Archie System during normal business hours;

b) delay delivery of any part of the Archie System until payment is made; or both.

3.- OWNERSHIP OF THE ARCHIE SYSTEM AND CONFIDENTIALITY

3.1 The Licensee acknowledges that the Archie System, software, documentation and associated information are the property of Bunyip, and that the only rights which the Licensee obtains to the Archie Systems and Licensed Materials is the right of use in accordance with the terms of this License.

3.2 The Licensee acknowledges that the Archie System and Licensed Materials contain proprietary and confidential information of Bunyip. The Licensee will take the same care to safeguard the Archie System and Licensed materials as it takes to safeguard its own confidential information and this care shall not be any less than would be taken by a reasonable company to safeguard its information. Without limiting the generality of the foregoing, the Archie System shall be accessible only to those employees with a need for access to perform their duties, and Licensed Materials shall be stored in a locked place and shall be accessible only to those employees with a need for access in order to perform their duties. Employees having this access shall be specifically advised in writing of the confidentiality of Archie System and Licensed Materials.

3.3 The license granted under this Agreement is non-transferable and authorizes the Licensee, on a non-exclusive basis, to use each Archie System solely on the Designated Computers so long as the Designated Computer remains in the exclusive possession of the Licensee. Any attempt by the Licensee to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

3.4 The Licensee shall not derive or attempt to duplicate, or permit or help others to derive or duplicate, the source code relating to the Archie System.

3.5 In order to assist Bunyip in the protection of its proprietary rights with respect to the Archie System and Licensed Materials, the Licensee shall permit Bunyip to inspect during normal business hours the facility at which the Archie System is used and any facility at which the Archie System Licensed materials are stored. The Licensee shall advise Bunyip on demand of all locations where Archie System or any Licensed materials, or both, are stored, and shall provide Bunyip with access to the Archie System and Licensed Materials, including any copies of them.

4.- DEFAULT

4.1 Failure by the Licensee to comply with any term or condition of this Agreement shall entitle Bunyip to give the party in default written notice requiring it to make good the default.

4.2 If the default complained of has not been cured within ten (10) days following receipt of this notice, Bunyip shall be entitled, in addition to any other rights it may have under this Agreement or otherwise under law, to terminate this Agreement by giving notice to take effect immediately.

4.3 It is recognized by the parties that the confidentiality of the Archie Systems and Licensed Materials is of great and vital importance to the business of Bunyip. The parties therefore agree that if the Licensee shall breach any term of paragraph 3 of this Agreement, Bunyip shall then have the right, at its discretion, to terminate this Agreement forthwith without notice.

4.4 This Agreement shall terminate immediately and automatically if the Licensee enters or is placed into receivership or if the Licensee is petitioned into bankruptcy or makes a proposal under the Bankruptcy Act for the benefit of its creditors, or ceases to carry on business or is wound up whether voluntarily or otherwise.

5.- WARRANTY

5.1 Bunyip warrants that the supplied computer programs, printed materials and other materials of the Archie System are in good condition and free from physical damage upon delivery.

5.2 If any of the supplied material is physically damaged then the Licensee receive them, the Licensee shall return same within thirty (30) days to Bunyip with a brief written description of the damage. Bunyip shall replace all damaged materials within the said delay.

5.3 Bunyip warrants that the Archie System will perform in accordance with the functional specifications for a period of ninety (90) days following acceptance, if the Archie System is properly used as set forth in the Licensed Materials. This warranty is void if the Licensee or any third party changes or modifies the Archie System. The liability of Bunyip under this paragraph is limited to the correction of any error or malfunction and shall not include liability for loss of data, loss of computer time, any direct damages or any indirect, special, incidental or consequential damages. This warranty only extends to those failures to perform communicated to Bunyip in writing within the ninety (90) days following acceptance of the Archie System.

5.4 In the event that the Licensee calls upon Bunyip under the preceeding paragraph to correct an error, Bunyip at its discretion may either remedy the error or cancel this Agreement and refund the purchase price to the Licensee.

5.5 This warranty is in lieu of all other warranties or conditions, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. No other warranties, express or implied, are given. Bunyip specifically does not warrant that the Archie System will meet all of the Licensee’s requirements, or will operate in all the combination which may be selected for use by the Licensee, or that the operation of the Archie System will be error free or uninterrupted, or that all program defects will be corrected.

5.6 The Licensee shall indemnify Bunyip from any claim by a third party arising out of or related to the Licensee’s use of the Archie System and Licensed Materials.

6.- TERMINATION
6.1 This Agreement is effective from the date of execution by Bunyip. This Agreement and any license granted under its terms, may be terminated by Bunyip if the Licensee fails to comply with any of the terms and conditions of this Agreement. The Licensee may terminate this Agreement (without recourse or refund) by giving a written notice of sixty (60) days to Bunyip.

6.2 Upon termination of this Agreement, the Licensee shall return the Archie System and Licensed Materials and any copies of them to Bunyip and shall certify, under the hand of a duly authorized officer of the Licensee, that the original and all copies of the Archie System and Licensed Materials have been given to Bunyip, all records or copies of the Archie System or Licensed Materials in computer memory have been destroyed, and that no copies of any part of the Archie System and Licensed Materials, in any form, remain in the possession or control of the Licensee.

6.3 Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the cage may be, prior to the termination taking effect.

7.- GOVERNING LAW AND ENFORCEMENT OF AGREEMENT

7.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec, Canada. In the event of any dispute under the Agreement, a suit may be brought only in a court of competent jurisdiction of the Province of Quebec, Canada,

8.- COUNTERPARTS

8.1 This Agreement may be executed in counterparts in the same form and such parts as so executed shall together form one original document and be read together and construed as if one copy of this Agreement had been executed,

9.- LANGUAGE
9.1 The parties have required that this Agreement and all deeds, documents or notices relating thereto be in the English Language; les parties ont exigé que cette convention et tout autre contrat, document ou avis afférent soient en langue anglaise.

IN WITNESS WHEREOF, the Parties have executed this Agreement, on the date and at the place first above mentioned.

BUNYIP INFORMATION SYSTEMS INC.

Per ________________________________ ________________________________
(Licensee)