

CSB Management Systems

Software Licensing Agreement

DATE AGREEMENT made this day of

BETWEEN (called "the Licensee")

AND **CSB Management Systems Pty Ltd** (called "the Licensor").

It is agreed that:

1. The Licensor will provide a Full ERP System as defined including any additional functions as per the attached specifications to the Licensee.(Schedule 2)
2. The Licensee shall have the right to extend the use of the Software to additional Locations and/or related parties subject to the payment of any additional fees incurred.
3. The Licensee shall have the right to request the Licensor to modify the software to match their changing business needs and requirements.
4. For the purposes of this Agreement those entitled to use the Software in conducting the business activities of the Licensee shall be the Licensee's current, and future, employees and other users as authorised by the Licensee, on a server installed in the office of the Licensee.
5. The Licensee shall pay the Licensor the sum of \$ for the installation and any initial customisation work as per the Licensee's specifications. (Schedule 1)
6. Progress payments are due as follows:

Number	Details	Amount
1	Deposit payable @15%	\$
2	Amount payable 30 days after Installation	\$
3	Balance paid on practical completion	\$

7. All intellectual property rights which may subsist in the Software and associated Documentation shall remain with the owner of such software but the Licensee shall be granted a licence to use the Software upon the terms and conditions of this Agreement.
8. The Licensee will enter into a separate Software Support Agreement which outlines the ongoing support, maintenance and license fees and conditions. (See Schedule 1)

EXECUTED as an agreement on the date first above written.

SIGNED on behalf of **the Licensor** }
by a duly authorised officer in the presence of: }
}

SIGNED on behalf of **the Licensee** }
by a duly authorised officer in the presence of: }
}

Terms and Conditions

GST/VAT

All amounts are excluding GST, VAT or any other Taxes as may apply in various countries.

Assignment

Neither party can assign this contract without agreement of the other party in writing.

Arbitration

Any controversy, dispute or claim arising out of this agreement shall be settled by Arbitration in accordance with Australia Arbitrations Act and any amendments thereto. All disputes will be settled in Adelaide, Australia.

Substitution of Components

In the event of any components being unprocurable or prohibited then the Licensor may substitute, and any difference in the cost shall be a variation to the contract price, PROVIDED should the Licensor be required to substitute any components the Licensor will advise the Licensee of the proposed substitution components and obtain confirmation from the Licensee that the substituted component is acceptable before proceeding.

Practical Completion, maintenance and Guarantee

Practical completion is when the modifications have been completed and installed on the Licensee's site, subject only to maintenance and remedial type work. The Licensor guarantees all modification work undertaken and warrants all software under its control.

Extra, Variations

The Licensor shall be under no obligation to accept any extras, variations or deletions to the modifications. The costs of extras, variations or deletions shall be agreed upon in writing and scheduled into the project.

Specifications:

The order of precedence of Specification documents is:

- a) Schedule 2 – Any additional system specifications
- b) Any further requirement specifications, which when agreed upon may change the total price
- c) The original proposal document

At all times the agreed Specifications will take precedence over the original proposal document description of the product.

Schedule 1 – Agreed Price

Version 9.2	Units	Charge
Initial Cost includes 1 user	1	
Additional users	1	
Total cost of software		
Installation, setup and training		
- airfares and related costs		
- accommodation		
- initial onsite training and setups - say 3/4 days		
Changes to designs and layouts		
Initial Investment		
Annual Licence Charges - Based on Cost of Software		18.00%
(invoiced 50% every 6 monthly)		
Upon setting up a full Assembly plant:		
Additional functions to be activated		
Plus on site time and costs as above if required		
System Requirements:		
Windows Server 2008 or better		
1,000 MB Hard drive space on server,		
8MB Memory		
Workstations 8 or later version		

The above prices include the following Modules:

To Be Detailed

Schedule 2 – Preliminary specifications

Summary of our understanding of your requirements

Our understanding of additional requirements are summarised below.