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1. Grant of License. In consideration for the payment of the licensing fees paid or to be paid by Licensee pursuant to this Agreement, Licensor grants Licensee a perpetual, non-exclusive, non-assignable and non-transferable license (the "License") not ownership, to install and use with specific Licensee Applications the Licensor's Products as hereinafter set forth, and the associated engineering and program documentation prepared by Licensor from time to time.

2. Scope of License.

A. Licensee may:

1. Install, use and distribute Licensor's Products as set forth in Exhibit A, subject to the provisions of Section 6, Licensor's Proprietary Rights.
2. Use, copy and distribute to all users the human-readable material as provided by Licensor to Licensee and enabling Licensee to fully utilise the Licensor's Products, including operating instructions, user manuals, programming documentation and the like.
3. Use, execute and distribute the Licensor's Products according to the restrictions set forth in Exhibit A.
4. Make one copy of the Licensor's Products in machine/readable form for emergency back-up purposes, but only so long as Licensor's mark remains affixed to the copies of Licensor's Products; such emergency back-up copies to remain the property of Licensor.

B. Licensee may use the Licensor's Products only for those purposes specified in this Agreement. Distribution of the Licensor's Products is prohibited. Licensee's rights granted by this Agreement may not be transferred unless approved by Licensor, such approval not to be unreasonably withheld. Licensee is prohibited from assigning this Agreement to an entity whose primary business directly competes with Licensor's primary business.

3. License Fee.

As full consideration to Licensor for Licensor's grant of the License to Licensee, Licensee agrees to pay Licensor the license fees specified in the amount and at the time specified therein.

4. Updates, Enhancements and New Releases. Licensor offers support only for the most current version of the Licensed Program issued by Licensor from time to time, so Licensee must make sure to obtain and incorporate all updates, enhancements, modifications or corrections issued by Licensor pursuant to its warranty and support programs.

5. Licensor's Obligations.

A. Should an error in any of the Licensor's Products be identified by Licensor, Licensee, Licensor's other customers or any other party at any time, then Licensor will, at Licensor's expense, make the necessary corrections to such Licensor's Products and deliver corrected Products as directed by Licensee. Licensor shall undertake such error or correction process upon the earlier of Licensor's discovery of the applicable error or Licensor's receipt of notice of the error. This shall be Licensor's sole obligations with respect to such error. In the event Licensor furnishes Licensee with an electronic file containing any defect or

bug, including any defective disc or other medium, Licensor shall properly replace such electronic file at no cost to Licensee.

6. Licensor's Proprietary Rights.

A. Subject to Licensee's rights and license under Section 1 hereof, Licensee agrees that: (i) Licensor is and shall be the sole and exclusive owner of all intellectual property rights in and to the Licensor's Programs; and (ii) Licensee will honour and respect Licensor's copyrights and other intellectual property rights in and to the Licensor's Programs, and Licensee will not take (nor cause any person or entity to take) any actions detrimentally inconsistent therewith. Licensee agrees that any copies of the Licensor's Products which it makes pursuant to this Agreement shall bear all copyright, trademark and other proprietary notices included therein by Licensor.

B. Licensee may not use, copy, modify or distribute the Licensor's Products (electronically or otherwise), or any copy, annotation, transcription, or merge portion thereof, except as expressly authorised by Licensor. Licensee may not reverse assemble, reverse compile or otherwise translate the Licensor's Product.

C. In the event of an actual breach of the provisions of this Section 6, Licensor, after providing written notice of such actual breach which permits Licensee a thirty day (30) period to cure such actual breach, shall be entitled to request an injunction restraining the Licensee from such breach, and this shall be in addition to any of the rights or remedies to which Licensor may be entitled.

D. Licensee acknowledges that the Licensor's Products represent a substantial investment by Licensor in compliance, composition, computer system compatibility and creation costs. Licensee further acknowledges that Licensor claims that the value of the Licensor's Products is protected under various intellectual property laws such as trademark, copyright, trade secrets and/or the Berne Convention Implementation Act of 1988 and/or applicable common law. The grant of the License to Licensee does not imply or convey permission to reproduce, employ or otherwise use the Licensor's Products, except as set forth in this Agreement. The acknowledgement and agreement of Licensee to the provisions of this Paragraph D is an essential part of the License absent which Licensor would not have entered into this Agreement with Licensee.

E. Licensor represents and warrants to Licensee that Licensor owns or otherwise has all rights, title and interest to the Licensor's Products and all modifications and enhancements to the Licensor's Products, and all applicable rights to the patents, copyrights, trademarks and trade secrets used in the Licensor's Products. Neither the Licensor's Products nor any part thereof infringes or misappropriates any copyright, patent, trade secret or other proprietary right of any third party. Licensor agrees to indemnify and hold Licensee harmless from any and all damages, costs, liabilities, expenses and reasonable attorneys fees (including without limitation royalties and license fees) incurred by Licensee which arise out of any claim, suit or proceeding alleging that Licensee's use of the Licensor's Products infringes upon any copyright, patent, trade secret or any other proprietary right of any third party. Licensor shall defend, compromise or settle any such claim, suit or proceeding without Licensee incurring liability and Licensee shall give Licensor all available information, assistance and authority to enable Licensor to do so. If any claim, demand or action brought hereunder against Licensor or Licensee is based on allegations which, if true, would constitute a breach of the warranty of non-infringement contained in the Section 6.E., then Licensor, at its option and expense, shall have the right to do any one or more of the following:

1. Obtain for Licensee the right to continue using Licensor's Products or components of Licensor's Products or modified versions thereof while ensuring that the Products maintain all of their functionality, or,
2. Replace all or part of the Products or components with non-infringing Products or components while ensuring that the Products maintain all of their functionality, or,

7. Term and Termination. The term of this Agreement shall commence as of the date hereof and shall continue until terminated for any of the following reasons:

- A. Licensee fails to pay Licensor any license fees or charges.

B. Licensee is in default of any other provisions hereof and such default has not been cured within thirty (30) days after Licensor gives Licensee written notice thereof.

C. In the event of any termination the Licensee shall cease any further use of the Licensor's Products and immediately return the Licensor's Products and all copies thereof, or certify to Licensor the destruction of all copies of the Licensor's Products within Licensee's possession.

D. Licensee gives Licensor three months written notice to terminate this Agreement. In this event Licensee will not be entitled to a refund on any License payments paid before this date.

8. Negation of Warranty and Limitation of Liability.

A. The Licensor's Products, which Licensor stipulates are in full compliance with previously provided documentation and specifications, are provided on an "as-is" basis, and except as expressly set forth in this Agreement, there are no warranties, expressed or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. Licensee acknowledges that Licensee has examined Licensor's Products and found them acceptable for Licensee's purposes as set forth in this Agreement. Licensee shall be solely responsible for the selection, use, efficiency and suitability of the Licensor's Products and Licensor shall have no liability therefore.

B. In no event shall Licensor be liable to Licensee for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach hereof, even if Licensor has been advised of the possibility thereof. Licensor's liability to Licensee hereunder, if any, shall in no event exceed the total of the license fees paid to Licensor hereunder by Licensee.

9. Source Code Escrow. Upon the occurrence of any of the following events, the Source Code shall be released to Licensee:

A. (i) The commencement by Licensor as debtor of any case or proceeding under any bankruptcy, insolvency, liquidation, dissolution or similar law, or Licensor seeking the appointment of a receiver, trustee, or similar official for Licensor or any substantial part of its property; or (ii) the commencement of any such case or proceeding against Licensor, or another seeking such appointment, or the filing against Licensor of an application for a protective decree that (a) is consented to or not timely contested by Licensor, (b) results in the entry of an order for relief, such an appointment, the issuance of such a protective decree or the entry of an order having a similar effect, or (c) is not dismissed within ninety (90) days; or (iii) the making of a general assignment by Licensor for the benefit of its creditors; or (iv) an admission in writing by Licensor of its inability to pay its debts as they become due or the non-payment generally by Licensor of its debts as they become due.

B. Material non-performance by Licensor of its obligations under this Agreement and such non-performance continues for a period of thirty (30) days after Licensee gives notice to Licensor of such non-performance.

C. This Agreement is terminated by Licensor without cause or for any cause other than those described elsewhere in Section 7.

In the event the Source Code is so released to Licensee, Licensee agrees that it will not at any time use the Source Code for the purpose of selling or licensing the Licensor's Products to other entities.

10. Miscellaneous.

A. Notices. All notices, demands, claims and other communications given in connection with this Agreement shall be in writing and shall be deemed duly given upon delivery if served personally or three (3) days after mailing, if mailed by recorded delivery. Either party may send any notice, demand, etc., in connection with this Agreement using any other means (including facsimile transmission or electronic mail), but no such communication shall be deemed to have been duly given unless and until it is actually received by the intended recipient. Notices shall be directed to the parties at their respective addresses set forth below or at such other addresses as the parties may indicate by notice.

B. Severability. If any provision of this Agreement is found to be unenforceable pursuant to an applicable judicial decree or decision, the provision shall be deemed to apply only to the maximum

extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

C. Interpretation. The titles and headings of the various sections of this Agreement are intended solely for reference and are not intended to explain, modify or place any interpretation upon any provision of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes and intents of the parties.

D. Entire Agreement. This Agreement constitutes and sets forth the entire agreement between Licensee and Licensor concerning the subject matter of this Agreement and supersedes any prior promises, understandings, agreements, representations and warranties, written or oral.

E. Modifications; Waivers. No provision of this Agreement may be changed, waived, discharged, modified, or amended except by an instrument in writing signed by the party to be charged. No delay or failure on the part of a party to exercise any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude any other further exercise thereof, or the exercise of any other power or right.

F. Survival. The rights and obligations of the parties thereunder shall survive any termination of this Agreement.

G. Costs. If any legal action, arbitration or other proceeding is instituted to enforce or declare rights under any provisions of this Agreement, or because of an alleged dispute, breach, default or misrepresentation under or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable legal fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which the party may be entitled.

H. Non-exclusive Remedies. No remedy conferred or reserved in this Agreement is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to and not to the exclusion of every other remedy now or hereafter existing at law or in equity, including foreign laws.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the United Kingdom.

J. Force Majeure. Neither of the parties shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labour disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or official thereof, other catastrophes or any other similar occurrences beyond the party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the party claiming the excusable delay and the party claiming the excusable delay must promptly notify the other party of the delay and the reason therefor. Any performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable under this Paragraph K; provided, however, that if any excusable delay continues for a period of more than 30 days, the party not claiming the excusable delay shall have the option of terminating this Agreement upon written notice to the party claiming the excusable delay.

K. Authority. If the person signing this Agreement is doing so in a representative capacity, then by signing below, the representative warrants, in his/her individual capacity, that his/her principal has approved the terms and conditions of this Agreement and has duly authorised him/her to execute and deliver this Agreement on his/her principal's behalf.

Exhibit "A"

- (1) Client PC software applications and components (required for any user to view and fill Victoria Solutions' eForms).

The Licensee may install and distribute the above to an unlimited number of internal and external users, for use in conjunction solely with E-forms that are normally administered by The Licensee's required Service Area Department(s).

- (2) Server software and components (to allow a server to distribute, store, retrieve, manage, and process E-forms and captured data).

The Licensee may install the above on an unlimited number of servers, for the sole purpose of processing of E-forms normally administered by The Licensee's required Service Area Department(s).