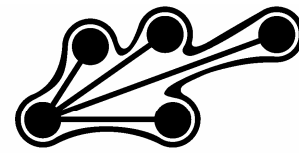


LEAPFROG



The new era in rapid mine data processing

ORDER FORM → → → → → → → → LEAPFROG ONE YEAR LICENCE

**Initial
1 Year**

To (the "Licensor")	
Company →	Zaparo Limited
Address →	PO Box 3894 Christchurch New Zealand
Fax →	+64-3-374 6130
Email →	sales@leapfrog3d.com

From (the "Licensee")	
Name →
Company →
Address →
(Must not be a PO Box/Facility)	
Phone →	Fax →
Email →
Delivery →	Tick here if you are to provide a different delivery address <input type="checkbox"/>

Please Supply	on order no.	One year licence fee*	Quantity	TOTAL
Product →	Leapfrog > Rapid Mine Data Processing Software	US\$9,900 pa		

* enquire for volume discounts by emailing sales@leapfrog3d.com

Payment Options		Please indicate by a tick which of the options you choose Credit Card <input type="checkbox"/> Wire Transfer <input type="checkbox"/>
1	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	Name as it appears on card
	Credit card number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Card expiry date
	Signature	
2	Wire transfer to the following	
	Account Name	Zaparo Limited
	Account Number	672176-0001
	Account Type	US Dollars Offshore Account
	Bank	Bank of New Zealand, 81 Riccarton Road Branch, Christchurch, New Zealand (SWIFT BKNZNZ222)

Standard Terms and Conditions	
<ul style="list-style-type: none"> Maintenance & Support: Includes bug-fixes, new versions (both over the internet) and 10 free hours, English language only, email help desk support at support@leapfrog3d.com for one year. Prices subject to change without notice. Payment required before delivery. Renewal by executable supplied by Licensor to Licensee over the internet. Delivery will be made to the Licensee address above unless indicated as different and a different delivery address is advised. Subject also to the conditions contained in the Leapfrog end users licence agreement that accompanied the original order form and is also available for view at www.leapfrog3d.com. 	
By completing and signing this order form, the Licensee named above agrees to be bound by these Standard Terms and Conditions.	
Signature of Licensee: Date/...../.....	



End-User Licence Agreement

For a one year Licence of Leapfrog™ Software

IMPORTANT – READ CAREFULLY:

THE LICENSOR, ZAPARO LIMITED (ZL), IS WILLING TO GRANT THE LICENSEE (YOU) AS SPECIFIED IN THE ORDER FORM ACCOMPANYING THIS AGREEMENT A ONE YEAR LICENCE FOR THE LEAPFROG™ SOFTWARE, THE DONGLE (AS DEFINED IN CLAUSE 1) AND ANY ACCOMPANYING MEDIA INCLUDING PRINTED OR ELECTRONIC MATERIALS (THE **SOFTWARE**) ONLY IF YOU ACCEPT ALL THE TERMS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY, **BECAUSE USING THE SOFTWARE WILL BE DEEMED TO BE YOUR ACCEPTANCE THAT YOU ARE USING IT ON THE FOLLOWING TERMS.**

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE AND, IF APPLICABLE, RETURN THIS PRODUCT PROMPTLY, INCLUDING ALL DONGLE(S), PACKAGING AND WRITTEN MATERIALS, TO ZL, FOR A FULL REFUND OF YOUR LICENCE FEE (EXCLUDING ANY SHIPPING AND HANDLING FEES).

- 1. Hardware Lock:** You must only use the Software with the hardware lock device (**Dongle**) provided to you by ZL which allows the Software to operate.
- 2. Licence:** On payment of the licence fees specified in the Order Form, ZL grants you a non-exclusive, non-transferable licence to use the Software in accordance with this Agreement. "Use" of the Software means loading, installing, or running the Software on a computer together with the Dongle provided to you by ZL. You may use one copy of the Software on a computer to which the Dongle is attached. The licence does not transfer ownership of the Software to you which will always remain with ZL or its licensors.
- 3. Term:** This Agreement is for an initial term of one year (**Initial Term**) from the date fourteen (14) days after the software and dongle are despatched by ZL to the Licensee at the address specified on the Order Form or to a different delivery address when indicated by the Licensee on the order form as applying, and as consequently supplied by the Licensee.
- 4. Renewal:** Following the Initial Term (and any subsequent renewed term), the parties may renew this Agreement for an additional term of one year provided that you:
 - (a) are not in breach of this Agreement;
 - (b) pay the then current annual licence fee; and
 - (c) agree to any variation of this Agreement specified by ZL and made in accordance with clause 16.Renewal of this Agreement may be effected by the issue of an executable over the internet. If it is effected by the issue of a new dongle, you agree to deliver the old dongle to ZL within 10 days of receiving the new dongle from ZL.
- 5. Restrictions on Use:** You must not:
 - (a) translate, adapt, reverse-engineer or modify the Software or Dongle, or do anything to circumvent the operation of Software with the Dongle;
 - (b) separate any component part of the Software or the Dongle for use on more than one computer;
 - (c) lend, rent, lease, transfer, assign or otherwise deal in the Software or the Dongle or your rights under this Agreement without the prior written consent of ZL;
- 6. Upgrades:** ZL may offer you new versions of the Software (**Upgrades**) when they are released. All Upgrades will form part of the Software and must only be used in accordance with this Agreement.
- 7. Protection of Proprietary Rights:** You acknowledge that the Proprietary Rights in the Software and the Dongle are vested in ZL or its licensors and you will not dispute such ownership. For the purposes of this Agreement, "Proprietary Rights" means all property in the Software, Dongle and rights to patents, licences, trade marks, trade names, inventions, trade secrets, copyright and know-how relating to the origin, manufacture, programming, operating and/or servicing of the Software and/or Dongle and any enhancements or modifications of the Software and/or Dongle. You must maintain all intellectual property notices appearing on the Software and/or Dongle and must not remove the same. You must notify ZL immediately in writing if you know of any circumstances that suggest that any person may have unauthorised knowledge, possession or use of the Software and/or Dongle.

- 8. Confidentiality:** You must at all times, make every effort to ensure the confidentiality of the Confidential Information and use your best endeavours to bind your officers, employees and agents not to disclose, communicate, copy or reveal for any purpose whatsoever the Confidential Information except as permitted under this Agreement. For the purposes of this clause, "Confidential Information" means the Software, Dongle, information relating to your customer account and any other information provided by ZL to you as confidential, or which from its nature and content is, or would reasonably be expected to be, confidential. Your obligations under this clause will survive termination of this Agreement.
- 9. Warranty:** The Software is licensed and the Dongle is provided to you "as is" and all representations or warranties (statutory, express or implied except any which may not lawfully be excluded) are expressly excluded. Without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose are excluded. You acknowledge that the Software operates in a predictive manner relative to input of which ZL has no control over the collection, use or interpretation, and you agree to accept the entire risk as to the use and the results of the use of the Software in the terms of correctness, accuracy, reliability and performance.
- 10. Liability:** You will indemnify ZL against all claims, proceedings, demands, costs, losses and damages resulting from your use of the Software or a breach of your obligations under clauses 7 or 8. ZL will not be liable under the law of tort, contract or otherwise for any direct, indirect or consequential loss or damage, including any loss of profits, however caused, arising out of the use of the Software. If any limitation or liability in this Agreement is invalid for any reason and ZL becomes liable for loss or damage that would otherwise have been excluded, such liability will be limited to the total amount actually paid by you for the Software in the 12 months prior to the time the liability arises.
- 11. Default and Termination:** ZL may terminate this Agreement immediately by notice in writing to you if you breach any of your obligations under this Agreement and fail to remedy the breach within 30 days after notice from ZL requiring the breach to be remedied. Immediately following termination of this Agreement you must deliver the Dongle and all Confidential Information of ZL to ZL, and destroy all copies of the remaining Software in whatever form possessed by you.
- 12. Taxes:** All payments under this Agreement shall be made free of deduction or withholding. In the event that you become liable to deduct or withhold an amount by way of tax or otherwise from payment of the fees due under this Agreement, you shall pay such additional amount as will be necessary to ensure that the amount of the fees received by ZL equals the amount that would otherwise have been received in the absence of that deduction or withholding.
- 13. Notice:** Any notice to be given in terms of this Agreement must be made in writing, email or by facsimile transmission sent to the address notified by either party to the other from time to time. Any communication by email or facsimile transmission will be deemed to be received when transmitted to the correct email or facsimile transmission address of the recipient and any communication in writing will be deemed to be received when left at the specified address of the recipient or the day following the date of posting.
- 14. Force Majeure:** ZL will not be liable to you for any delay or failure of ZL to perform its obligations hereunder if such delay or failure arises from cause or causes beyond the reasonable control of ZL.
- 15. Assignment:** You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement without the prior written consent of ZL.
- 16. Agreement:** This agreement constitutes the entire agreement of ZL and you with respect to the subject matter hereof and supersedes any and all prior negotiations and agreements between us. No variation to the terms of this Agreement will be binding unless it is in writing and signed by both parties.
- 17. Governing Law:** This Agreement is subject to the laws of New Zealand and you submit to the exclusive jurisdiction of the New Zealand courts.