LICENSE AGREEMENT

LICENSE AGREEMENT ENTERED INTO BY AND BETWEEN

COUNCIL FOR GEOSCIENCE
(A juristic person established by Act No 100 of 1993)

herein represented by :   MXOLISI KOTA
Position :   CHIEF EXECUTIVE OFFICER

duly authorised thereto

with address: Private Bag X112
     Pretoria
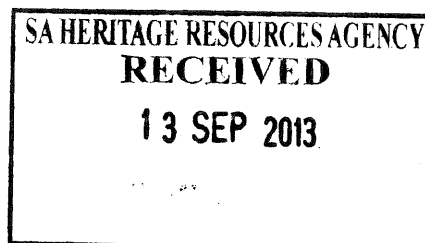   0001

(hereinafter referred to as the "COUNCIL")

And

SOUTH AFRICAN HERITAGE RESOURCES AGENCY
(a listed public entity, listed in terms of the provisions of the Public Finance Management Act 1 of
1999, as established by section 11 of the National Heritage Resources Act 25 of 1999.)

herein represented by: MMABATHO RAMAGOSHI
Position: CHIEF EXECUTIVE OFFICER

duly authorised thereto

with address: P. O. BOX 4637
     CAPE TOWN
     8000

(hereinafter referred to as the "LICENSEE")

WITNESSES AS FOLLOWS:

WHEREAS the COUNCIL has developed and produced certain data described as above in
the form of
computer software (hereinafter referred to as "the DATA");

AND WHEREAS the COUNCIL is the legal owner of the copyright in respect of the DATA;
AND WHEREAS the LICENSEE wishes to acquire the right to use the DATA;
AND WHEREAS the parties wish to set out the LICENSEE'S rights in respect of the aforesaid DATA;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. LICENCE AND COPYRIGHT

1.1 The COUNCIL hereby grants to the LICENSEE a personal, non-exclusive, non-transferable licence (subject to the provisions of 2.3 below) to use the DATA subject to the terms and conditions of this agreement.

1.2 The COUNCIL retains ownership of the copyright and all other intellectual property rights in respect of the DATA. The copyright is protected by South African Copyright Laws and applicable international treaties and/or conventions.

1.3 All rights not specifically granted in this agreement are reserved to the COUNCIL.

1.4 The copyright shall exist in respect of the DATA in whatever form the LICENSEE may produce works utilising the DATA or part thereof. Such work shall carry the following copyright attribution notice acknowledging the COUNCIL'S proprietary rights: "Portions of this work include intellectual property of the COUNCIL FOR GEOSCIENCE and are used herein by permission. Copyright and all rights reserved by the said COUNCIL."

2. EXTENT OF LICENCE AND PROTECTION

2.1 The LICENSEE may use the DATA only for the purposes of compiling the world's first National Palaeontological Sensitivity Map

2.2 Except as otherwise expressly provided in this agreement, or with prior express written permission by the COUNCIL, the LICENSEE may not reproduce electronically or by any other means, and may not sell, rent, lease, sub-licence, lend, time-share, transfer, remarket or distribute the DATA or the LICENSEE'S rights under this agreement in whole or in part, or provide unlicensed third parties access to prior or present versions of the DATA.

2.3 The LICENSEE shall not remove or obscure any of the COUNCIL'S copyright or intellectual property rights notices in respect of the DATA.

2.4 The LICENSEE undertakes to protect the DATA from reproduction, distribution, publication or any other unauthorised use and to assist with any disputes relating thereto.

2.5 The LICENSEE undertakes to immediately inform the COUNCIL should the LICENSEE become ware of any infringement or violation of the COUNCIL'S copyright or other intellectual property rights in respect of the DATA.

2.6 The LICENSEE undertakes to use his best endeavours to ensure that his directors, shareholders, members and employees (as the case may be) shall honour the COUNCIL'S rights in respect of the DATA.

2.7 This agreement shall be binding upon and endure to the benefit of the parties hereto, their heirs, executors, administrators, other legal representatives and successors in title. The LICENSEE may not sub-licence, cede or assign or otherwise transfer the licence or any

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rights or obligations in terms of this agreement without the COUNCIL'S prior written consent.

3. LIABILITY LIMITED

3.1 The COUNCIL warrants that any medium upon which the DATA is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety days from the date of acquisition. The COUNCIL will replace defective media, but then only if the LICENSEE returns the defective item with the dated proof of payment to COUNCIL within ninety days after date of payment. If the COUNCIL is unable to replace the defective media, it will refund the licence fee. This will be the LICENSEE'S sole remedy for any breach of warranty.

3.2 The COUNCIL does not warrant, guarantee or represent, nor is it a condition of this agreement, that the DATA will meet the LICENSEE'S requirements or purposes. The DATA is provided voetstoots, "as -is", without warranty or representation, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

3.3 Notwithstanding anything to the contrary herein, the COUNCIL shall not be liable for any loss of profits or for direct, indirect, special, incidental or consequential damages arising from the use of or inability to use the DATA, even if the COUNCIL is advised of the possibility of such damage. The LICENSEE indemnifies the COUNCIL against liability in respect of any claim brought against the COUNCIL by any client of the LICENSEE or any other third party resulting from works produced by the LICENSEE utilising the DATA.

3.4 Should the COUNCIL, notwithstanding the above, be held liable for damages due to any reason whatsoever, including under causes which are waived above, the COUNCIL'S liability shall be limited to refund of the licence fee. The LICENSEE agrees to limit any claims it might have against the COUNCIL in aggregate to the amount of the licence fee.

3.5 The COUNCIL is at any time entitled to effect changes to the information contained in the DATA, be it updates, correction or any other changes, without being obliged to inform the LICENSEE thereof.

4. GENERAL

4.1 The headings to paragraphs in this agreement are for convenience only and must not be considered in interpretation of the agreement.

4.2 The duration of this agreement is for an indefinite period subject to termination in terms hereof.

4.3 The provisions of this agreement are separable, and in the event of any provision being unenforceable or invalid for whatever reason, the remaining provisions shall remain of full force and effect.

4.4 Should the LICENSEE fail to comply with the conditions of this agreement, then the COUNCIL shall be entitled, without prejudice to any other rights it might have, to cancel this agreement in which event the DATA and all copies thereof shall be returned to the COUNCIL.

4.5 This agreement constitutes the sole and entire agreement between the parties as to the matters set forth herein and supersedes any previous agreements, understandings and

arrangements between the parties relating thereto. No amendments to this agreement shall be valid unless effected in writing and signed by the parties or their duly authorised representatives.

4.6 This agreement shall be governed and interpreted by the laws of the Republic of South Africa and the parties irrevocably agree that the local Magistrate Court shall have exclusive jurisdiction to settle any disputes which might arise out of or in connection with this agreement, and any legal proceedings shall be brought in such court.
In the event of any dispute arising from this Agreement, the Parties shall first make every effort to settle such dispute amicably.

4.7 In this agreement, unless the context clearly indicates otherwise,
- the expression "DATA" shall mean the full DATA or any part thereof;
- the singular shall include the plural and vice versa.

THUS SIGNED AT   On   03/09/2013

As witnesses:

1. ....

2. ....

                                                          COUNCIL

THUS SIGNED AT   On   26 AUGUST 2013

As witnesses:

1. ....

2. ....

                                                          LICENSEE

DESCRIPTION OF DATA

MAP AREA	SCALE	SUBSET / COVERAGE
Geological coverage of S.A. indicating the formation boundaries and formation name	1:250 000	Vector data covering the map area

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