

Form PTO-995 (Rev. 03-09)
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01/10/2011



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Aussie L.L.C. Pty. Ltd.
(exclusive licensee under attached agreement, assigning rights to
receiving party Bencom Group Pty. Ltd.)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 15, 2010

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Assignment of exclusive license

2. Name and address of receiving party(ies)

Name: Bencom Group Pty. Ltd.

Internal Address: _____

Street Address: Level 1, 190 Flinders Street

City: Adelaide

State: South Australia

Country: Australia Zip: 5000

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,747,547

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Keith Benson

Internal Address: _____

Street Address: 1931 Crescent Park Drive

City: Reston

State: VA Zip: 20190

Phone Number: 703-437-7807

Fax Number: _____

Email Address: kbenson@nfcdata.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Keith Benson
Signature

January 5, 2011

Date

Keith Benson

Name of Person Signing

Total number of pages including cover
sheet, attachments, and documents:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 025632 FRAME: 0240

CROSS-LICENSE AND EXCLUSIVITY AGREEMENT

between

FRACTAL COMMERCE INC.

and

AUSSIE L.L.C. PTY. LTD.

October 2006

CROSS-LICENSE AND EXCLUSIVITY AGREEMENT

This license agreement (hereinafter, the "**Agreement**") is made effective as of October 30, 2006, by and between:

- (1) **Fractal Commerce Inc.**, a Delaware corporation having offices at 1931 Crescent Park Drive, Reston, Virginia 20190, U.S.A. ("Fractal"); and
- (2) **Aussie L.L.C. Pty. Ltd.**, a private limited company formed under the laws of Australia (registered number ACN 076880567), whose registered address is Level 1, Flinders Street, Adelaide, South Australia 5001 ("Aussie L.L.C.")

(hereinafter, each of Fractal and Aussie L.L.C. a "**Party**" and, collectively, the "**Parties**").

WITNESSETH:

WHEREAS Fractal owns the issued patent and the application for reissue before the U.S. Patent and Trademark Office listed in Attachment A (defined below as the "U.S. V-SIM Patents") and Aussie L.L.C. owns certain patents for V-SIM technology outside the U.S.;

WHEREAS Fractal has agreed to grant Aussie L.L.C. a non-exclusive license for all purposes, including a right of sublicense, of rights under the U.S. V-SIM Patents;

WHEREAS Fractal has further agreed that Aussie L.L.C. shall have exclusive rights to develop, distribute and sublicense to third parties with respect to PPOS Devices (as defined below) that fall within the scope of the U.S. V-SIM Patents;

WHEREAS in consideration of the non-exclusive and exclusive licenses granted to Aussie L.L.C. by Fractal, Aussie L.L.C. has agreed to grant Fractal a cross-license, consisting of a non-exclusive license (subject to the rights, present and future, of all other third parties under all of Aussie L.L.C.'s patents) to distribute devices using V-SIM Technology (as defined below) in jurisdictions outside the U.S.;

NOW THEREFORE, in consideration of the above stated premises and the mutual covenants and agreements set forth below, and intending to be legally bound by the provisions of this Agreement, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings indicated:

1.1 "Agreement" shall mean this exclusive license agreement, effective on the Effective Date, including any exhibits, schedules, appendices and attachments hereto, as amended from time to time, in writing, by mutual agreement of the Parties.

1.2 "Affiliate" shall mean any business entity, which directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. A business entity shall be deemed to "control" another business entity if (i) it owns, directly or indirectly, at least

fifty (50) percent of the issued and outstanding voting securities, share capital, or other comparable equity or ownership interest of such business entity; or (ii) it has the *de facto* ability to control or direct the management of such business entity. If the laws of the jurisdiction in which such entity operates prohibit ownership by a Party of fifty (50) percent or more, "control" shall be deemed to exist at the maximum level of ownership allowed by such jurisdiction, provided, however, that there is a *de facto* ability to direct or control its management.

1.3 "AIP Devices" shall mean all cellular mobile phones, smartphones and other similar portable communications devices that incorporate AIP Technology and that fall within any of the claims of the U.S. V-SIM Patents. As used in this Agreement, "fall [or falls] within the scope of the claims of any of the U.S. V-SIM Patents" shall mean falls within or fell within the scope of any of the claims of any of the U.S. V-SIM Patents that subsist or subsisted at the time of the pertinent event or circumstance in any country in which a particular terminal, device or product is manufactured, has been manufactured, is produced, has been produced, is used, has been used, is marketed, has been marketed, is sold, has been sold, is offered to sell or has been offered to sell, is imported, has been imported, is distributed, and/or has been distributed.

1.4 "AIP Technology" shall mean the autonomous interrogation processing technology employed in SIM-enabled devices defined and claimed in the U.S. V-SIM Patents.

1.5 "Business Day" means any day other than a Saturday or Sunday, on which clearing banks are generally open for business in London.

1.6 "Effective Date" shall mean October 30, 2006.

1.7 "Improvements" shall mean all improvements to the AIP Technology.

1.8 "Licensee" shall mean Aussie L.L.C. Pty. Ltd., as well as its successors and assigns, without restriction.

1.9 "Licensor" shall mean Fractal Commerce, Inc.

1.10 "Licensor's Confidential Information" shall mean any documentation or information comprising or relating to technology, processes, products, specifications, ideas, models, know-how, inventions (whether or not patentable), or designs used or developed by Licensor or supplied by Licensor to Licensee relating to Licensor's Technology, Licensor's business plans, marketing and financial information, business forecasts, or other information which is owned by Licensor and held by Licensor as confidential to it, whether marked as 'confidential' or not; but excluding any documentation or information that (i) is or becomes publicly known through no wrongful act of Licensee, (ii) is hereafter disclosed to Licensee by a Third Party who is not in default of any confidentiality obligation to Licensor, or (iii) is entirely independently developed by Licensee.

1.11 "Licensor's Intellectual Property" shall mean rights with respect to or in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how (including Licensor's Know-How), trade marks, service marks, design rights, inventions (including patents), semi-conductor or circuit layout rights, software, the U.S. V-SIM

Patents, any other patents or patent applications in which Licensor has an interest, trade, business or company names, or other proprietary rights (or any rights to registration of such rights, including all renewals and extensions), whether created before, on, or after the Effective Date.

1.12 "Licensor's Know-How" shall mean all inventions, discoveries, trade secrets, information, software, experience, data, formulas, procedures, results and technical information developed by Licensor relating to Licensor's Technology.

1.13 "Licensor's Technology" shall mean the AIP Technology, the Licensor's Know-How, the Licensor's Intellectual Property, the Licensor's Confidential Information, and all inventions and intellectual property that fall within the scope of the claims of the U.S. V-SIM Patents.

1.14 "Person" shall mean any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust or any other business entity.

1.15 "PPOS Device" shall mean any mobile device capable of use for making payments or implementing other transactions that (a) falls within the scope of the claims of any of the U.S. V-SIM Patents and/or uses or incorporates any Licensor's Technology, and (b) is not an MPOS Device (as that term is defined in the Way License), and shall include without limitation all mobile devices that fall within the scope of the claims of any of the U.S. V-SIM Patents and/or use or incorporate any Licensor's Technology that are marketed to or used by Persons (which may or may not include merchants) to make or process electronic transactions where such devices provide voice communications or smartphone/PDA data functionality as a primary service.

1.16 "Sale", "Sold", or "Sell" shall mean the sale, transfer, or disposition of an AIP Device for commercial purposes for value to a Third Party whether by Licensee or its Affiliates or contractors.

1.17 "Term" shall mean the period of time as set forth in Article 8.

1.18 "Terminal Software" shall mean software provided on AIP Devices distributed, either directly or indirectly, pursuant to the terms of this Agreement.

1.19 "Third Party" shall mean any Person (including any Person who holds shares in Licensor or Licensee), excluding Licensor and Licensee.

1.20 "U.S. V-SIM Patents" shall mean the issued patents and applications for patents listed on Attachment A of this Agreement (as may be amended from time to time), including (without limitation) foreign equivalents, divisions, continuations, continuations-in-part, reissues, reexaminations, or extensions of any such patent or patent application whether currently in existence or filed in the future.

1.21 "WAY License" shall mean that certain Restated and Amended License Agreement between Fractal Commerce Inc. and WAY Systems Inc. ("WAY") executed on or about July 10, 2006, pursuant to which WAY received exclusivity with respect to certain categories of merchant point of sale ("MPOS") devices covered by the U.S. V-SIM Patents.

ARTICLE 2. GRANT OF EXCLUSIVE RIGHTS IN THE TERRITORY

2.1 Exclusive License. Subject only to the rights and obligations under the WAY License, Licensors hereby grants Licensee and, if applicable, shall cause its Affiliates to grant to Licensee, the exclusive royalty-free right and license under the U.S. V-SIM Patents to develop, commercialize and sublicense PPOS Devices, including, but not limited to, the exclusive license and right to manufacture, have manufactured, produce, have produced, develop, have developed, improve, have improved, modify, have modified, use, have used, market, have marketed, sell, have sold, offer to sell or have offered to sell, import, have imported, export, have exported, distribute, and have distributed, PPOS Devices during the Term.

2.2 Non-Exclusive License. Licensors hereby grants to Licensee, and, if applicable, shall cause its Affiliates to grant to Licensee, a non-exclusive, license and right under the U.S. V-SIM Patents to practice Licensors' Technology and exploit the inventions which are the subject of the U.S. V-SIM Patents, including the full and unrestricted right to sub-license, to manufacture, have manufactured, produce, have produced, develop, have developed, copy, have copied, improve, have improved, create or have created derivative works, modify, have modified, use, have used, market, have marketed, sell, have sold, offer to sell or have offered to sell, import, have imported, distribute, and have distributed, and publicly display or have displayed AIP Devices that fall within the scope of the U.S. V-SIM Patents during the Term.

2.3 Licensee Rights and Duties. During the Term of this Agreement, Licensee shall observe and perform the terms and conditions as set forth in this Agreement, and in particular:

- (a) Licensee shall honor and comply with all relevant rights, obligations and requirements of the WAY License.
- (b) Licensee may as appropriate bring any infringement of the U.S. V-SIM Patents or Licensors' Intellectual Property of which Licensee becomes aware to the attention of Licensors, and shall, in and about the execution of its duties, take all reasonable steps to safeguard the property rights and interests of Licensors without prejudice to a Party's rights under Section 5. Licensee shall provide reasonable assistance to Licensors at Licensors' request with respect to Licensors' assertion of its rights as to non-PPOS Devices. Licensee shall have the sole right, in its discretion, to bring infringement or other actions against Third Parties relating to PPOS Devices, and to receive all resulting damages, royalties or other relief, and shall provide Notice to Licensors within 30 days of bringing any such action.

2.4 Licensors Rights and Duties. During the Term of this Agreement, Licensors shall observe and perform the terms and conditions as set forth in this Agreement, and in particular:

- (a) Licensors shall protect the U.S. V-SIM Patents as set forth in Article 5.
- (b) Licensors shall refrain from commencing or bringing any action, suit, demand, claim, or other proceeding against Licensee or any valid sub-licensee of Licensee under the U.S. V-SIM Patents with respect to the proper exercise of any rights granted under this Agreement.

ARTICLE 3. ADMINISTRATIVE PAYMENTS AND CROSS-LICENSE

3.1 Cross-License to Market PPOS Devices. As consideration for Licensor's grant of rights hereunder, Licensee hereby grants to Licensor the non-exclusive license and right to market and distribute PPOS Devices in jurisdictions outside the U.S. in which Licensee has patents or applications pending, on a royalty-free basis, provided, however, that the non-exclusive cross license granted to Licensor by Licensee shall be subject to and entirely subordinate to all rights granted by Licensee to all third parties, present and future, including, without limitation, all rights granted to WAY Systems, Inc. and Mobile VPT Europe PLC, to exploit the inventions which are the subject of the patents and intellectual property owned by Licensee, including the right to manufacture, have manufactured, produce, have produced, develop, have developed, copy, have copied, improve, have improved, create or have created derivative works, modify, have modified, use, have used, market, have marketed, sell, have sold, offer to sell or have offered to sell, import, have imported, distribute, and have distributed, and publicly display or have displayed devices that fall within the scope of the patents and intellectual property of Licensee, provided, however, that this Cross-License shall be limited to direct distribution or sale of PPOS Devices by Licensor, and such Cross-License or rights hereunder may not be conveyed or transferred to any Third Party.

3.2 Administrative Payments on Sales of Licensed AIP Devices. Licensee shall pay to Licensor an administrative fee in the amount of US\$.50 (fifty cents), without deduction or set-off of any kind, on each AIP Device within the scope of the claims of the U.S. V-SIM Patents that is sold to a Third Party by Licensee pursuant to the terms of this Agreement, payable on a quarterly basis not later than 30 days after the close of the calendar quarter for which such payments are due. The licence granted under this Agreement is royalty-free and this administrative fee is not intended to reflect the royalty rate that would be payable at true market rate.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

4.1 Licensor's Representations and Warranties. Licensor hereby represents and warrants to Licensee that:

- (a) This Agreement has been duly executed and delivered by Licensor and constitutes a legal, valid, and binding obligation, enforceable against Licensor in accordance with its terms, except as such enforceability may be limited by applicable insolvency and other laws affecting creditors' rights generally or by the availability of equitable remedies.
- (b) Licensor has the necessary right, title and/or interest in and to Licensor's Technology in order to grant the rights provided to Licensee pursuant to this Agreement.
- (c) Other than the WAY License, Licensor has not granted, and will not in the future grant, any rights to any Third Party that are inconsistent with, or would prevent the grant of, rights to Licensee under this Agreement, and there are no outstanding

options, licenses, or agreements with any Third Party that would interfere with the full and complete exercise of Licensee's rights under this Agreement.

4.2 Licensee's Representations and Warranties. Licensee hereby represents and warrants to Licenser that this Agreement has been duly executed and delivered by Licensee and constitutes a legal, valid, and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable insolvency and other laws affecting creditors' rights generally or by the availability of equitable remedies.

ARTICLE 5. PROTECTION AND ASSERTION OF PATENT RIGHTS

5.1 Prosecution and Maintenance of Licenser's Patent Rights. Licenser agrees to prosecute with reasonable diligence and maintain at its expense, the U.S. V-SIM Patents. Licenser shall promptly give Notice to Licensee of the grant, lapse, revocation, surrender, invalidation, or abandonment of any of the U.S. V-SIM Patents, and prior to lapse, abandonment or surrender, Licenser shall permit and provide timely Notice sufficient for Licensee to itself continue the prosecution or maintenance, at Licensee's expense.

ARTICLE 6. INDEMNIFICATION AND LIABILITY

6.1 Indemnification. Subject to Section 5, Licensee hereby forever indemnifies and agrees to hold harmless Licenser from and against any and all liability to a Third Party which Licenser may incur, suffer, or sustain to the extent as a result of, or arising in any manner out of a Third Party suit regarding the purchase, distribution, sale, use, misuse, or defect in any device or service that is Sold by Licensee hereunder, whether consisting of loss of or damage to property, or other injury to or death of any Third Party howsoever, provided that Licensee shall have no obligation and this Section 6.1 shall not apply to the extent any such liability is the result of or arises out of Licenser's negligence or intentional act, including without limitation breach of this Agreement. Licensee shall have the right to assume the sole defense of any suit or claim for which Licensee provides indemnification hereunder. Licenser shall provide prompt notice of any claim or liability for which it seeks indemnification and provide reasonable assistance to Licensee at Licensee's request. Licenser may, at any time, at its cost retain separate counsel and appear separately in the proceedings for any suit or claim for which Licensee has assumed the defense of under this Section.

6.2 Limitation of Liability. Except for breach of Article 7 or Article 2, to the maximum extent permitted by applicable law, in no event shall Party be liable to another Party/the other Parties for punitive, incidental, indirect, special or consequential damages of any kind, including without limitation, loss of profit or revenue, however caused and on any theory of liability, arising out of, resulting from or relating to this Agreement.

ARTICLE 7. CONFIDENTIALITY AND PROTECTIVE OBLIGATIONS

7.1 Confidentiality Obligations. From the Effective Date, each Party shall keep confidential, and shall cause its respective Affiliates and their respective officers, directors, employees, and agents to keep confidential information that has been acquired by it through its participation in

the negotiation and performance of this Agreement, provided that a Party, in the case of the terms and conditions of this Agreement, and otherwise a receiving Party, may provide the same under confidentiality provisions equivalent to those in this Agreement, to Third Parties, for financing, consulting, accounting, legal, and similar purposes, or to any potential permitted assignee of this Agreement, to the extent considered reasonably necessary to facilitate the assignment. Each Party recognizes that any violation of this confidentiality provision may cause all other Parties irreparable harm and agrees that such other Party or Parties may be entitled, in addition to any other right or remedy it may have, at law or in equity, to an injunction without the posting of any bond or security, enjoining the disclosing Party, its Affiliates and their respective officers, directors, employees, and agents from any violation or potential violation of this Article.

7.2 Licensor's Confidential Information. Subject to Section 7.1, at all times during the Term of this Agreement and after its termination, all of Licensor's Confidential Information provided to Licensee by Licensor, or of which Licensee becomes aware as a result of the exercise of any right granted to Licensee under this Agreement, will (i) be kept strictly confidential; (ii) be safely and securely stored when not in use; (iii) remain the absolute and exclusive property of Licensor; and (iv) not be disclosed or divulged to any Third Party in any manner whatsoever, not be used for any purpose or enterprise other than by Licensee for purposes explicitly specified in this Agreement, and not be photographed or reproduced in any way other than for the purposes explicitly specified in this Agreement (such purposes including, but not limited to, with relation to any dispute arising under this Agreement) except with Licensor's prior written consent. Licensee shall bind and compel all employees, officers, Board members, Affiliates, vendors, contractors, suppliers, permitted agents and assigns of Licensee who are required to have access to any of Licensor's Confidential Information to comply with all of Licensee's obligations under this Article 7. Licensee shall indemnify and keep indemnified Licensor against all loss, damage, liability, or expense arising from or in relation to any breach on the part of Licensee or its employees of any obligation contained in this Section 7.2. The duty of confidence specified in this Section shall not extend to Licensor's Confidential Information that is required to be disclosed in compliance with legal requirements or order by a court or other governmental or regulatory agency or body having competent jurisdiction, provided that reasonable measures shall be taken to petition for confidential treatment of such information.

ARTICLE 8. TERM AND TERMINATION

8.1 Term. This Agreement shall be in effect from the Effective Date and shall continue until expiration of the last to expire of the U.S. V-SIM Patents unless terminated earlier pursuant to this Article. For the purposes of this Agreement, a patent, patent application or claim thereof shall be deemed expired on the date of final rejection by the relevant patent office, lapse, abandonment or surrender or the date held invalid or unenforceable by a court or other tribunal of competent jurisdiction in a decision which is not appealed or not appealable.

8.2 Termination. This Agreement may be terminated under the following conditions:

- (a) Material Breach by Licensee. This Agreement may be terminated by Licensor, in the event Licensee commits a material breach of this Agreement and Licensee fails to cure such breach within sixty (60) days of receiving Notice of default from Licensor.
- (b) Material Breach by Licensor. This Agreement may be terminated by Licensee, in the event Licensor commits a material breach of this Agreement and Licensor fails to cure such breach within sixty (60) days of receiving Notice of default from Licensee.
- 8.3 Effect of Termination. Expiration or termination of this Agreement for any reason shall not be construed to release any Party of any obligation matured prior to the effective date of expiration or termination. Licensee may, for six (6) months after the effective date of expiration or termination, Sell all AIP Devices it has on hand at such effective date and shall be liable for payment to Licensor of the administration payment set out in Section 3.2 on such Sales. If Licensee elects to Sell the AIP Devices it has on hand on such effective date, Licensee shall, subject to Article 7, return to Licensee, or otherwise dispose of as Licensor may instruct, all Licensor's Confidential Information, Technical Information, and Know-How which Licensee may have in its possession or control upon the earlier of (i) Licensee's final Sale of any AIP Device, and (ii) six (6) months from the date of termination of this Agreement. If Licensee does not elect to Sell the AIP Devices it has on hand on such effective date, Licensee shall, subject to Section 7, promptly return to Licensor, or otherwise dispose of as Licensor may instruct, all Licensor's Confidential Information, Technical Information, and Know-How which Licensee may have in its possession or control.
- 8.4 Survival. All rights and obligations under Article 3, Article 7, Article 8 and Article 9 shall survive the expiration or termination of this Agreement. Other than as expressly set forth in this Section 8, upon expiration or termination of this Agreement for any reason, Licensor and Licensee shall each relinquish and no longer claim rights licensed or granted, and benefits due, under this Agreement prior to such expiration or termination, and this Agreement shall otherwise have no further force or effect.

ARTICLE 9. GENERAL

- 9.1 Notice. Notices and other communications (each, a "Notice") provided herein shall be in English and in writing, and shall be delivered by hand or overnight courier service, or sent by certified or registered mail or facsimile (with receipt confirmed) to the designated officers identified by each of the Parties.
- 9.2 Headings. The headings used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement.
- 9.3 Assignment by Licensor. This Agreement may not be assigned by Licensor without the prior written consent of Licensee.

9.4 Assignment by Licensee. This Agreement may be assigned by Licensee to Third Parties without limitation and without the prior consent of Licensor.

9.5 Covenant of Further Assurances. The Parties covenant and agree that, subsequent to execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform such acts which are or may become necessary to effectuate the purposes of this Agreement.

9.6 Entire Agreement. This Agreement and all attachments, including exhibits and schedules hereto, constitute the entire agreement among the Parties with respect to the matters set forth herein, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect thereto. Nothing in this Article 9.6 shall exclude or restrict the liability of a Party arising out of fraud, fraudulent misrepresentation or fraudulent concealment.

9.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

9.8 Waivers; Amendment. The failure of a Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, and the obligation of the other Party with respect to such future performance shall continue in full force and effect. No item or provision of this Agreement may be altered or amended except by a writing signed by both Parties.

9.9 Governing Law and Jurisdiction. This Agreement shall be governed by, construed, and enforced in accordance with the laws of South Australia.

9.10 Injunctive Relief. Nothing in this Agreement shall prevent the Licensee, where it considers it necessary or appropriate in its sole discretion, from seeking interim or permanent measures to protect its interests under this Agreement, including, but not limited to, temporary restraining orders or interim or final injunctions from any court of competent jurisdiction.

9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.12 Costs. Each Party shall bear their own costs incidental to this Agreement. Licensee shall bear all stamp duties and registration costs payable with respect to this Agreement.

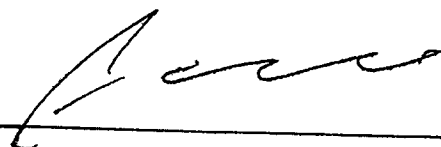
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date set forth above.

FRACTAL COMMERCE INC.

By: 

Name: KEITH BENSON
Title: CEO.

AUSSIE L.L.C. PTY. LTD.

By: 

Name: T. A. Bell
Title: Director

ATTACHMENT A

U.S. V-SIM PATENTS

1. Communication Method and Apparatus Improvements, patent number 6,747,547, granted June 8, 2004 (Benson, K., inventor)
2. New Reissue Application for patent number 6,747,547, filed June 7, 2006, docket number 1288760.00120US1.