YOUR LOGO HERE

SOFTWARE LICENCE AGREEMENT

DATED THE ___ DAY OF _____ 20___

BETWEEN

Company Pty Ltd ACN 111 222 333

AND

Other Company Pty Ltd ACN 333 222 111

SOFTWARE LICENCE AGREEMENT

THIS AGREEMENT dated the _____ day of _____ 20____ .

BETWEEN: Company Pty Ltd ACN111 222 333 having its registered office at 1 Sydney Street Sydney 2000 (the "**Licensor**);

AND: Other Company Pty Ltd ACN 333 222 111 having its registered office at 1 Brisbane Street Brisbane 7000 (the "**Licensee**).

RECITALS:

A. The Licensor is the owner of and has the right to license the Software and the Materials.

B. The Licensee wishes to use the Software and the Materials.

C. The Licensor has agreed to license the Software and the Materials to the Licensee for the Permitted Purpose and the Licensee accepts the licence on the following terms and conditions.

THE PARTIES AGREE:

1. LICENCE

1.1. The Licensor grants non-exclusive, transferable, non-revocable licence to the Licensee to Use the Software and Materials on and from the date of this Agreement for the Permitted Purpose.

1.2. The Licensee may not assign the Licence..

1.3.   The Licensee may not sublicense the Licence

1.4. Where the Licensee is permitted under this Licence to adapt and/or modify the code. The Licensee undertakes to provide the Licensor with copies of all adapted/modified source code and object code.

1.5. The Licensee is not permitted to reverse engineer, reverse assemble or reverse compile or otherwise endeavour to obtain the source code from the object code.

1.6. The Licensee is limited to Use the Software on Six (6) computers. If the Licensee wishes to Use the Software over this limit, the Licensee agrees to seek the Licensor's permission in writing and the Licensor reserves the right to charge an additional Licence fee.

1.7. The Licensee is limited to Use the Software to ten (10) users simultaneously. If the Licensee wishes to Use the Software over this limit, the Licensee agrees to seek the

Licensor's permission in writing and the Licensor reserves the right to charge an additional Licence fee.

2.   TERM OF LICENCE

2.1.   The parties acknowledge that the Licence is perpetual as set out in Clause 1.1.

3.   LICENCE FEE

3.1.   The Licensee will pay the Licensor the fee as set out in Part D of the Schedule.

3.2.   The Licensee is not obliged to pay any fee due unless it has received a Tax Invoice from the Licensor.

4.   INTELLECTUAL PROPERTY

4.1.   The Licensee acknowledges and agrees that the Licensor is the owner of all Intellectual Property Rights in the Software and the Materials.

4.2.   The Licensee must not alter, remove or obscure any trade mark or copyright symbol or legend or other proprietary mark on the Software and the Materials.

4.3.   Where the Licensee is permitted to adapt and/or modify the Software pursuant to Clause 1, the parties agree that the Licensor will own the Intellectual Property Rights in that modified and/or adapted code.

5.   CONFIDENTIAL INFORMATION

5.1.   The Licensee acknowledges and agrees that the Software and the Materials contain Confidential Information belonging to the Licensor.

5.2.   The Licensee agrees to disclose the Software and Materials only to its employees and contractors who need to access such information so that the Licensee can exercise its rights and obligations under this Agreement.

5.3.   The Licensee undertakes to obtain signed deeds of confidentiality from any contractor who needs access to the Software and Materials.

6.   LICENSOR REPRESENTATIONS AND WARRANTIES

6.1.   The Licensor represents and warrants that it has the right to license the Software and the Materials to the Licensee.

6.2.   The Licensee's Use of the Software and the Materials will not infringe the rights including Intellectual Property Rights of any third party.

7.   LICENSEE WARRANTIES, OBLIGATIONS & ACKNOWLEDGEMENTS

7.1.   The Licensee warrants that it has not relied upon any representation made by the Licensor other than as set out in this Agreement.

7.2.   The Licensee is not permitted to sell, charge, mortgage or otherwise encumber the Software and/or the Materials in any way.

7.3.   The Licensee is solely responsible for the use, supervision, management and control of the Software and the Materials.

7.4.   The Licensee will ensure that the Software and Materials are at all times protected from access, use or misuse and damage and destruction by any person not authorised by either the Licensor or the Licensee, and the Licensee will notify the Licensor immediately if it becomes aware of any unauthorised use of the Software and/or Materials.

7.5.   The Licensee acknowledges that, subject to Clause 1, it has no Intellectual Property Rights in the Software and/or the Materials.

7.6.   The Licensee acknowledges that the Licensor gives no guarantee as to the accuracy or completeness of the Software and the Materials or that they are free from error.

7.7.   The Licensee acknowledges that the Licensor is not contracted under this Agreement to install or provide acceptance testing of the Software.

8.   LIMITATION OF LIABILITY

8.1.   To the fullest extent permitted by law, the Licensor expressly disclaims all implied warranties and conditions including without limitation implied warranties as to merchantability and fitness for purpose of the Software and Materials.

8.2.   To the extent that any liability of the Licensor under the *Trade Practices Act* 1974 (Cth) cannot be excluded, the Licensor's liability is limited to replacing the Software and/or Materials.

8.3.   To the fullest extent permitted by law, the Licensor excludes all liability for indirect and consequential loss including without limitation the loss or corruption of the Software, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind arising from this Agreement.

9.   INDEMNITY

9.1.   The Licensor indemnifies and holds harmless the Licensee from and against any loss, liability, cost or expense that the Licensee suffers directly or indirectly because of an Intellectual Property Rights and/or moral rights claim in the Software and/or the Materials.

9.2.   The Licensee indemnifies and holds harmless the Licensor and promises to keep the Licensor indemnified against any loss, claim, action, settlement, award, judgment, expense or damage of whatsoever kind or nature and howsoever arising that the Licensor might suffer as a result of any inaccuracy of the Software and/or the

Materials including any unauthorised use of the Software and/or Materials by the Licensee.

10. SOURCE CODE IN ESCROW

10.1. The parties agree that source code is not required to be placed in escrow.

11. TERMINATION

11.1. Where the Licensee fails to perform any of its obligations set out in this Agreement, the Licensor reserves the right to immediately terminate the Licence with Notice to the Licensee.

11.2. Subject to the following clause, on termination the parties agree that all rights granted to the Licensee under this Agreement will cease immediately and the Licensee will return all Software and Materials provided under this Agreement. If requested by the Licensor, the Licensee will provide Notice to the Licensor stating that the Software and Materials have been returned, destroyed or otherwise dealt with as the case may be as directed by the Licensor.

11.3. Following termination, the parties agree that the provisions set out in Clauses 5 (Confidentiality), 6.1 (Licensor warranty), 7.1 (Licensee warranty) and 8 (Limitation of Liability) will continue to be binding.

12. NOTICES

12.1. Any Notice given pursuant to this Agreement must be in writing, signed by an officer of the sender, addressed to the recipient at the address, facsimile number or email address as set out in Part E of the Schedule or as a party may from time to time notify in writing to the other.

12.2. A Notice will be deemed given on the same day if hand delivered with authorised receipt; if posted, then three (3) business days after date of posting; if faxed, upon successful transmission record; and if by email, by return email to the sender informing receipt of the email.

13. DISPUTE RESOLUTION

13.1. In the event of a dispute arising between the parties in respect of any right or obligation under this Licence, each party covenants with the other in good faith to take all steps necessary to attempt to resolve the dispute.

13.2. In the event that the parties are unable between themselves to resolve a dispute within a reasonable period having regard to the nature of the Licence and the dispute, then either party may apply to their local State/Territory Alternative Dispute Resolution centre for resolution of the dispute under the ADRoIT Principles.

14. GENERAL PROVISIONS

14.1. **(Law and Jurisdiction)** This Agreement shall be governed by and construed in accordance with the laws of New South Wales and any claim made by one party against the other in any way arising out of this Agreement will be heard in New South Wales and the parties submit to the jurisdiction of those Courts.

14.2. **(Relationship)** Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture or agency between the parties.

14.3. **(Entire Agreement)** The terms of this Agreement constitute the entire terms of this Agreement and all understandings, prior representations, arrangements or commitments that are not contained in this Agreement have no effect whatsoever and do not bind the parties.

14.4. **(Waiver):** No waiver of any right or remedy will be effective unless in writing and shall not operate as a waiver of that right or remedy or any other right or remedy on a future occasion.

14.5. **(Implied Terms):** Any implied term under law that can be excluded is hereby expressly excluded and no term is to be implied as being a term of this Agreement unless by law it cannot be excluded.

15. INTERPRETATION

15.1. Definitions

"**Agreement**" means this licence agreement including the Schedule and any amendments in writing.

"**Confidential Information**" means all information in whatsoever form that is:

(a)   marked or identified as "Confidential", "Secret", "Not to be Disclosed" or "Private";

(b)   is designated, described or referred to by the discloser in any document or correspondence as confidential, secret or private or not to be disclosed;

(c)   the receiving party knows or ought to know is confidential;

but does <u>not</u> include any information which prior to the date of this Agreement was lawfully in the public domain or which the discloser has published, circulated or announced publicly or was developed by the receiving party independently of the disclosing party.

"**Intellectual Property Rights**" means all rights in copyright, circuit layout, designs, trademarks, patents and all other rights in intellectual property as defined in Article 2 of the World Intellectual Property Organisation (WIPO) Convention whether registrable, registered, patentable or not.

"**Licence**" means the software licence granted by the Licensor to the Licensee in Clause 1.

"**Materials**" means the documentation provided by the Licensor to the Licensee including the operating manuals and other materials set out in Part A of the Schedule relating to the Software and includes updates to those materials.

"**Permitted Purpose**" means the purpose set out in Part B of the Schedule.

"**Software**" means the computer program/s provided by the Licensor set out in Part C of the Schedule and includes any updates provided by the Licensor during the term of this Agreement.

"**Tax Invoice**" means an invoice that is GST compliant.

"**Use**" means use/load, adapt/modify, run.

SCHEDULE

PARTA – MATERIALS

CD Roms

PART B – PERMITTED PURPOSE

For use by the Licensee in advertising business

PART C – SOFTWARE

acb Account system®, which is a trademark registered to Software in Aus on 19 January 2010.

PART D – LICENCE FEE

$40 Per unit.

The amount as indicated above includes GST.

PART E – NOTICES

Company Pty Ltd (**the Licensor**)

of: 1 Sydney Street Sydney 2000

Attention: _____

Facsimile N^o: _____

Email: _____

Other Company Pty Ltd (**the Licensee**)

of: 1 Brisbane Street Brisbane 7000

Attention: _____

Facsimile N^o: _____

Email: _____

EXECUTED as an Agreement by the parties on the day and year first mentioned:

SIGNED BY)	
Company Pty Ltd)	
ACN 111 222 333 pursuant to Section 127)	
of the *Corporations Act* 2001 in the)	_____
presence of:)	Director
	Print Name:
_____	_____
Signature of Witness	Director/Secretary
Print Name:	Print Name:

SIGNED BY)	
Other Company Pty Ltd)	
ACN 333 222 111 pursuant to Section 127)	
of the *Corporations Act* 2001 in the)	_____
presence of:)	Director
	Print Name:
_____	_____
Signature of Witness	Director/Secretary
Print Name:	Print Name: