TERMS & CONDITIONS
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The Licensee wishes to use the Software and the Materials.
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.

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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.
The Licensee is not limited in its Use of the Software.

TERM OF LICENCE
The parties acknowledge that the Licence is perpetual as set out in Clause 1.1.

LICENCE FEE
The Licensee will pay the Licensor the fee as set out in Part D of the Schedule.
The Licensee is not obliged to pay any fee due unless it has received a Tax Invoice from the Licensor.

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To the extent that any liability of the Licensor under the *Competition and Consumer Act 2010* (Cth) cannot be excluded, the Licensor’s liability is limited to replacing the Software and/or Materials.
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.

INDEMNITY
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.
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 Licensee 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.

SOURCE CODE IN ESCROW
The parties agree that source code is not required to be placed in escrow.

TERMINATION
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.
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.
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.

NOTICES
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. 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.

DISPUTE RESOLUTION
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. 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.

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

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

(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.

(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.
(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.

INTERPRETATION

Definitions

“Agreement” means this licence agreement including the Schedule and any amendments in writing.

“Confidential Information” means all information in whatsoever form that is:
marked or identified as “Confidential”, “Secret”, “Not to be Disclosed” or “Private”;
is designated, described or referred to by the discloser in any document or correspondence as confidential, secret or private or not to be disclosed;
the receiving party knows or ought to know is confidential;
but does not 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, run.