

LICENCE AGREEMENT

1. Definitions

1.1 In these conditions, any expressions used shall have the meaning ascribed to them in **Schedule A**.

2. Duration

2.1 Subject to these conditions, the Licence shall take effect upon the date of delivery of the 'Data' to the customer and shall continue unless terminated in accordance with the Agreement.

3. Licence

3.1 Gallery Image (GI Business Data Solutions) grants to the Licensee a non-exclusive, non-transferable licence to:

- (a) use, reproduce and adapt the Data for internal purposes and, subject to Condition 8.2, permit consultants, contractors or subcontractors with which it has contracted for the provision of services to the Licensee to so use, reproduce and adapt the Data; and
- (b) combine the Data with other data held by the Licensee. The Licensee will indemnify Gallery Image (GI Business Data Solutions) if such combination or data combined with the Data infringes the copyright of any third person.

3.2 Where it is stipulated in **Schedule A (Scope of Licence Grant)** that a Licence is to be for single or simultaneous multiple use, the Licensee may use, reproduce and adapt (but not Commercialise) the Data under the conditions applicable to the category of Licence specified in that Schedule.

3.3 The rights granted herein are restricted solely to the Licensee and may not be assigned, transferred or sub-licensed without the prior written permission of Gallery Image (GI Business Data Solutions), which permission may be granted subject to any conditions which the Gallery Image (GI Business Data Solutions) may require.

4 Licence Fees

4.1 In consideration of the grant of the Licence the Licensee shall pay to Gallery Image (GI Business Data Solutions) a licence fee as specified in **Schedule A** prior to delivery of the Data.

4.2 The licence fee is inclusive of GST Taxes payable.

5. Warranty

5.1 Gallery Image (GI Business Data Solutions) does not warrant that the Data are free from errors. No performance standard can be guaranteed.

5.2 Gallery Image (GI Business Data Solutions) warrants that the grant of the Licence does not infringe the Intellectual Property rights of any person.

6. Delivery

6.1 The Data shall be supplied to the Licensee in the format agreed upon between Gallery Image (GI Business Data Solutions) and the Licensee.

7. Ownership

7.1 The Licensee acknowledges that Gallery Image (GI Business Data Solutions) retains ownership of the Data, whether in its original form or as modified by the Licensee and of the Intellectual Property rights therein.

7.2 The Copyright notices appearing on (or delivered with) the Data may not be removed or obscured and shall be included on any backup copies of the data or hard copy outputs.

8. Confidentiality

8.1 The Licensee shall, subject to Condition 8.2, treat the Data as private and confidential to the Licensee and shall maintain the Data in safe custody.

8.2 The Licensee shall take all reasonable steps to ensure that any person, including sub-contractors employed by the Licensee, keeps the Data confidential and does not disclose the Data to any person or use the Data for any purpose, other than in accordance with the terms of this Agreement.

9. Release and Indemnity

9.1 The Licensee agrees to:

- (a) release Gallery Image (GI Business Data Solutions), its employees, agents and contractors, and any person claiming under or through Gallery Image (GI Business Data Solutions), in respect of all liability for loss, damage or injury which may be suffered by it arising from the Licensee's use of the Data;
- (b) indemnify Gallery Image (GI Business Data Solutions), its employees, agents and contractors, and any person claiming under or through Gallery Image (GI Business Data Solutions), in respect of all liability for loss, damage or injury, which may be suffered by any person arising from that person's use of the Data.

9.2 The provisions of this condition shall survive the early termination of the Licence Agreement.

10. Commercial Exploitation

10.1 The Licensee shall not commercialise the Data or any product or service derived from or incorporating the Data, unless it has first obtained the written consent of Gallery Image (GI Business Data Solutions). Gallery Image (GI Business Data Solutions) may grant or refuse their consent in their absolute discretion and may grant consent subject to any condition or conditions whatsoever, including the payment of royalties.

11. Termination

11.1 The Licence Agreement may be terminated:

- (a) if either party breaches any of the terms of the Agreement and fails to remedy the breach within one month of a written notice from the other party specifying the breach and requesting the remedying thereof;
- (b) by either party by giving the other party one month's written notice of termination of the Agreement.

11.2 The termination of the Licence Agreement under clause 11.1 shall be without prejudice to the rights of either party for moneys due under the Agreement prior to termination.

11.3 The Licensee shall cease using the Data for any purpose from the date of termination of the Licence Agreement and shall return the Data, any data derived from the Data, and any copies made of either of them to Gallery Image (GI Business Data Solutions) within 30 days of the date of termination.

12. Entire Agreement

12.1 The Licence Agreement shall supersede all prior agreements and undertakings between the parties relating to the Data and constitutes the entire agreement between the parties. No addition to or modification of any provision of the Agreement shall be binding upon the parties unless made by written instrument.

13. Assignment

13.1 The Licensee shall not assign, whether in whole or part, the benefit or burden of the Licence Agreement, without the prior written consent of Gallery Image (GI Business Data Solutions)

14. Law

14.1 The Licence Agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of Victoria.

15. Waiver

15.1 No forbearance, delay or indulgence by a party in enforcing the provisions of the Licence Agreement shall prejudice or restrict the rights of that party, nor shall waiver of those rights operate as a waiver of any subsequent breach.

16. Application

16.1 Wherein the Licensee is an agency of a the Commonwealth of Australia, such that it is not permitted to enter into a binding legal agreement except as the Commonwealth, then the Licence Conditions stated herein shall be read as giving rise merely to an arrangement.

- SCHEDULE A -

Scope of Licence Grant: Single Use

Product: Raw Data – Location Verifier

Licence Fee: \$195.00

"Commercialise" in respect of the Data or a product or service derived from the Data, includes distributing, giving away, selling, letting for hire, or by way of trade, offering or exposing for sale or hire any article embodying the Data or any product or service derived from or incorporating the Data.

"Customer" means the person or organisation to which a licence is granted (Licensee)

"Data", in relation to a particular Licence Agreement, means the Data, the subject of this licence agreement

"Distributor" means Gallery Image (GI Business Data Solutions.)

"Intellectual Property" includes all copyright, and all rights in relation to registered and unregistered trademarks (including service marks), registered designs and confidential information (including trade secrets and know-how), and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

"Internet Use" means use of the data in an internet based application that provides access to query the Data either as the prime function or as a function called in support of a different prime function. Specifically excludes the dissemination of the Data via downloads or providing access to the data in a way that would enable greater than one per centum of the data to be exposed or copied.

"Licensee", in relation to a particular Licence Agreement, means the Customer.

"Licence Agreement" means an Agreement between the Distributor and the Customer, incorporating the Licence Conditions, for the supply of the Data.

"Licence Conditions" means the "Conditions of Licence relating to 'Raw Data pertaining to GI Location verifier' and includes any revised versions that may be issued from time to time.

"Multiple Use" means the simultaneous use of the Data on more than one:

- (a) stand-alone computer;
- (b) computer terminal on a computer network; or
- (c) item of electronic/mechanical equipment capable of viewing, interpreting, processing, manipulating or otherwise accessing the Data or any

"Person" includes a body corporate, incorporate, individual or a body politic.

"Single Use" means use of the Data on a single:

- (a) stand-alone computer;
- (b) computer terminal on a computer network; or
- (c) item of electronic/mechanical equipment capable of viewing, interpreting, processing, manipulating or otherwise accessing the Data or any derivative data incorporating the Data.