

## SOFTWARE LICENSE AGREEMENT

Add-on Solutions Software Systems created by Smart Repots Pty Ltd are covered by the following licensing agreement.

This Software License Agreement is made effective this between **Smart Reports Pty Ltd** ("Developer") and **the customer** ("Licensee").

Developer has developed and licenses to users its software program marketed under the name agreed to between the Developer and the Licensee (the "Software").

Licensee desires to utilise a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### **1. License.**

Developer hereby grants to Licensee, and the Licensee accepts, a perpetual, non-exclusive, non-transferable and limited license to use the Software as set forth in this Agreement.

Developer has received all payments in full in respect to Software development activities undertaken, including, but not limited to, System / Business Analysis, Database Design, Screen Design, Programming, Testing, Documentation, Implementation Support, Training and on-going support.

No sub-licenses shall be granted by the Licensee without prior written agreement from the Developer.

Software usage is restricted to the Licensee for the purposes of the Licensee's business use only;

### **2. Restrictions.**

Licensee shall not modify, copy, duplicate, disassemble or reverse engineer, reproduce, license or sublicense the Software, or transfer or convey the Software to other parties, including (but not limited to) source code, system libraries and components or any right in the Software to anyone else without the prior written consent of Developer; provided that Licensee may make one copy of the Software for backup or archival purposes.

Software / source code delivered to Licensee from time-to-time for testing and evaluation purposes do not constitute finished Software and is deemed to be Work-in-Progress Software. The above licensing conditions and Restrictions apply to all such Work-in-Progress Software.

### **3. Fee.**

In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer the sum of license fee as agreed to in the Proposal, Change Request and other such documents which set forth pricing and other costs details.

### **4. Warranty of Title.**

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. Transfer of licenses only occur when all functionality in the Software is accepted by the Licensee and all outstanding payments are received in full by the Developer.

### **5. Warranty of Functionality.**

A. For a period of **30 days** following delivery of the completed Software (not Work-in-progress / Incomplete Software) to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by the Developer.

B. In the event of any defect in the media upon which the Software is provided arising within the Warranty Period of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

### **6. Software Maintenance.**

A. Standard maintenance. During the Warranty Period, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

B. Optional maintenance. After expiration of the Warranty Period, Licensee may continue to receive maintenance support for successive twelve (12) month periods. The charge for such optional maintenance support shall be Developer's regular list price for maintenance and support for the Software as published from time to time by Developer. Licensee shall notify Developer in writing if it desires to receive optional maintenance. If Licensee fails to take optional maintenance and later elects to receive it, Developer reserves the right to charge Licensee its maintenance fees for the period of the lapse in maintenance. Developer may elect to discontinue maintenance at any time upon notice to Licensee, and refund of any then unearned maintenance fees.

**7. Payment.**

Payment of the license fee shall be made upon delivery of the Software and/or as agreed to with the Licensee in the form of a Proposal, Change Request or such similar documentation material. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within the terms of the invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

**8. Warranty Disclaimer.**

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Limitation of Liability.**

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

**10. Notice.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.