

Your execution of a product Licence Order Form binds the Licensee to the Terms and Conditions of this Licencing Agreement.

#### WHEREAS,

FutureMedia Pty Ltd, ABN 91 002 025 050, of Suite 306, Level 3, 75 King Street Sydney, Australia, 2000 ("Licencor") owns the rights to Licence the electronic version of the product specified on the signed Order Form accompanying this agreement.

The Licensee wishes to be granted and the Licencor has agreed to grant the Licensee a licence to disseminate FutureMedia content for the Licensee's internal use on multiple computers on various sites within the Licensee's organisation, under the terms and conditions of this agreement.

NOW, therefore in consideration of these premises and the mutual obligations hereinafter set forth, the Parties agree as follows:

#### 1. Definitions

"Agreement" means this Licence Agreement.

"Licensee" means the entity that has executed the Order Form and has entered a Licence Agreement.

"Licencor" means FutureMedia Pty Ltd.

"Licence Period" means the term of the initial licence or any renewal thereof.

"Multiple sites" shall mean the facilities under the control of Licensee.

"Order Form" means the FutureMedia Licence Order Form.

#### 2. Licencor Undertakings

The Licencor undertakes to supply the Licensee the components of the licenced FutureMedia product.

#### 3. Licence

Licencor agrees to grant and Licensee agrees to accept a non-transferable, non-exclusive and limited licence, with no right to sub-licence, subject to the terms and restrictions set forth in this agreement. Licensee's rights hereunder are those of a licenced user only and are limited as follow:

- a) Copyright and Permitted Use. The FutureMedia content is copyrighted, and except as set forth herein, all rights therein are reserved to the Licencor.
- b) The FutureMedia content is to be used in a format by Licensee for the use only by those individuals employed by or otherwise engaged by the Licensee over the Licensee intranet and face-to-face classroom style training.
- c) Licensee is responsible for incorporating appropriate security to assure that only authorised users can access the FutureMedia content. Under no circumstances can the Licensee make the FutureMedia content available, publicly, without a secure login, on the World Wide Web and/or any other public network. Any deviation from the specified delivery methods requires prior written approval from the Licencor.
- d) It is prohibited to version the product into other languages without a special licence and written permission from FutureMedia.

#### 4. Term and Renewal

- a) The term of the Licence is for the period as confirmed by the Licensee on the Order Form. The commencement date will be 7 working days after the Licencor's receipt of the signed Order Form.
- b) Thirty days prior to the expiration of the initial Licence or any renewal thereof, the Licence will automatically renew for a further period identical to that of the initial Licence, the fee based on the term and number of employees initially registered in the Order Form.
- c) If the number of employees for the renewal period is greater or less than the initial number of employees by a factor of 10%, the Licensee will notify the Licencor and a revised fee will be calculated by the Licencor.
- d) If the Licensee elects not to renew the Licence, the Licensee must notify the Licencor no later than thirty days prior to the end of the Licence Period.
- e) Payment for the renewal of the Licence will be made within 30 days of the renewal Invoice which will be issued by the Licencor on the anniversary date of the initial commencement term.
- f) The Licence is limited to the territory/country specified in the Licence Order Form.

#### 5. Licence Fee

The Licensee agrees to pay the total amount as stated in the Order Form. On receipt of payment by the Licencor, the FutureMedia content will be delivered to the Licensee within three working days. In cases where a Company Purchase Order is provided, delivery of the FutureMedia content may be made in advance of payment.

#### 6. Termination

- a) This agreement may be terminated by the parties only as follows:
  - I. By written mutual agreement of Licensee and Licencor.
  - II. By Licencor in the event of a failure by Licensee to make Licence fee payments and any such failure is not resolved within thirty days.

# Licencing Agreement

- b) Upon termination of this Agreement, Licensee agrees to cease exhibition of FutureMedia content via Licensee's intranet or otherwise. Upon Licencor's request, Licensee shall provide to Licencor a certificate of removal from its intranet, removal from other media, and destruction of original FutureMedia content on DVD or digital download.

#### 7. Copyright Protection

Licensee shall use its best efforts to assure that its employees do not engage in the unauthorised duplication, reproduction or copying of the FutureMedia content. Unauthorised exhibition, broadcast, diffusion, copying and editing are prohibited.

This probation may be enforced by legal action. Licensee shall ensure that any extant copyright notice is visible on its intranet or other media transmission and that its employees are advised of the terms and conditions of use under this Agreement.

#### 8. Governing Law

The Agreement will be governed by and construed in accordance with the State law of New South Wales without regard to conflict of law principles and shall be settled in the jurisdiction of the courts in the State of New South Wales, Australia.

#### 9. Limitation of Liability

FutureMedia content is not intended as a substitute for first-hand knowledge of applicable regulations and is for educational purposes only. Because of the possibility of human error, Licencor does not guarantee its accuracy, adequacy or completeness. Licencor is not responsible for any errors, omissions, misprinting or ambiguities contained herein or for the results obtained from the use of such information. Nothing herein is to be regarded as indicating approval or disapproval of any specific product or practice. Users should verify the information through their own qualified personal advisers. Licencor expressly disclaims all and any responsibility to users of this program.

#### 10. General

- a) The Licencor and the Licensee acknowledge they have read and understood this Agreement and agree to be bound by its terms, and further agree this is the complete and exclusive statement of the Agreement between them, which supersedes and merges all prior proposals, understanding and all other agreements, oral and written, between them relating to this Agreement. Licensee acknowledges that it is not relying on any warranty or representation not expressly set forth herein in entering into this Licence Agreement. This Agreement may not be modified or altered except by written instrument duly executed by the Licensee and Licencor.
- b) The terms and conditions of the Agreement are severable. If any term or condition of the Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms and conditions shall remain in force. Further, the term or condition, which is held to be illegal or unenforceable, shall remain in effect as far as possible and in accordance with the intention of the parties.
- c) Licensee may not transfer, except as noted in Section 3, assign, sublicense or subcontract, without the prior written consent of Licencor, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Transfers, except as noted in Section 2, assignments, sublicenses and subcontracts in violation hereof shall be voidable at Licencor's option.
- d) Usage can be deemed as, but not restricted to the following:
  - Via a web based training program
  - As part of monthly safety meetings
  - As part of monthly safety reminder e-newsletters
  - As part of an email based training program
  - Across the company's intranet
  - Integrated into existing training programs

#### 11. Notices

Any and all notices required to be given hereunder shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses and are effective when mailed. Alternatively, a facsimile transmittal, an email transmittal, an overnight or courier or an "express mail" transmittal, with a confirmation shall be acceptable.

#### 12. PRIVACY STATEMENT

Licencor is committed to protecting Licensee's privacy and the confidentiality and the security of personal information provided by Licensee. The information Licensee provides is necessary to process the Order Form which may include updating Licensee's record and profile information. We may use Licensee's information to contact Licensee about related new and product update. Licensee has the right to access or correct any personal information Licencor holds about Licensee (subject to any applicable legal exceptions) and can do this by emailing [info@futuremedia.com.au](mailto:info@futuremedia.com.au)

Licencor can use this email to opt out of receiving further communications from Licencor.