



1. Scope of Agreement & Definitions

- (a) Aerometrex Pty Ltd warrants it has the right and authority to grant the Licence to the Licensee.
- (b) In this Licence, unless the context otherwise requires:
 - i. "Agreement" means this agreement to grant a Licence and includes the Schedule together with any written agreements or variations made under Clause 10.
 - ii. "Commercialise" means in respect of the Dataset or products or services derived from the Dataset, the distribution, sale, hire of any product embodying the information contained in the Dataset.
 - iii. "Dataset" means the compilation of information comprised in the Dataset and where relevant the medium upon which it is stored which is the subject matter of this Licence and more fully described in the Schedule.
 - iv. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, know how or other form of confidential information or any right to registration of such rights and any other form of intellectual property right whether arising before or after the execution of this Licence.
 - v. "Licence" is this Agreement by the Supplier to the Licensee for the use of the Dataset.
 - vi. "Licensee" means the Licensee referred to in the Schedule and shall include its employees, officers and contracted staff.
 - vii. "The Supplier" means Aerometrex Pty Ltd.

2. Grant of Licence

- (a) Subject to the terms and conditions of this Licence, Aerometrex Pty Ltd grants to the Licensee a non-exclusive, non-transferable licence to use, reproduce, adapt the Dataset for the purposes of demonstrations and displays, distribute and transmit the Dataset for internal corporate purposes on any GIS or Image server platform.
- (b) "Internal corporate purposes" means:
 - i. that the Licensee may only exercise their rights under this paragraph on the Licensee's local or wide area network but may not make the data available for downloading on the public internet or any other network available for access by any person who is not an employee of the Licensee or a contractor that is providing services to the Licensee utilising the Dataset and complies with clause 3 (**Use by Contractors**) below. (If the Licensee requires rights to make available the Dataset over the internet or otherwise to extend these rights, Aerometrex Pty Ltd may agree to extend this licence by further written Agreement and on payment of an additional fee); and

- ii. the Licensee's business must not include distribution, sale or resale of the Dataset or any goods which include the Dataset. The Licensee may provide services utilising the Dataset.
- iii. any products published by the Licensee that are based on the Dataset must carry an acknowledgment of Aerometrex Pty Ltd as the supplier of the Dataset.
- (c) The Licensee is not otherwise permitted to commercialise the Dataset.
- (d) The Licensee acknowledges that all Intellectual Property Rights (other than the licence to use granted by this Agreement) & title in the Dataset shall remain vested in and remain the property of Aerometrex Pty Ltd.
- (e) This licence only applies to the Licensee's use of the Dataset as specified in the attached Licence Schedule. In the event that the Licensee purchases more data, the Licensee will be supplied a separate licence that will apply to that use.

3. Payment

- a) You will pay us the invoiced amount within 30 working days of an invoice being issued to you.
- b) We may charge default interest at our bank's lending rate plus 5% on all costs not paid by the due date. Default interest is charged daily from the due date for payment to the date payment is made. We may charge you for the cost of debt collection.
- c) Aerometrex Pty Ltd reserves the right to render progress invoices from time to time at its discretion.
- d) The Shareholders, Directors and Guarantors hereby irrevocably guarantee the due and punctual payment of all moneys owing by the Client to Aerometrex Pty Ltd. It is acknowledged that Aerometrex Pty Ltd is not obliged to pursue its remedies against the Client but may proceed in the first instance directly against any or all of the Shareholders, Directors and/or Guarantors. If more than one, their liability shall be joint and several.

4. Assignment

- a) The Licensor may assign the Licensor's rights and obligations under this Agreement and the same shall accrue to the benefit of any assignee of the Licensor or other legal successor to the interest of the Licensor.
- b) The License granted to the Licensee pursuant to this Agreement is personal to the Licensee and is not assignable by the Licensee without the written consent of the Licensor.
- c) The Licensee will not sub-contract or assign its obligations under this Agreement to any third party without prior written consent from Aerometrex Pty Ltd and without providing a copy of the Licensee's contract with the sub-contractor to Aerometrex Pty Ltd.

5. Use by Contractors

The Licensee may allow a contractor to exercise the Licensee's rights under this Agreement provided the contractor:

- (a) only uses the Dataset for the Licensee's internal corporate purposes.
- (b) complies with the terms of this licence as though named as "the Licensee" in this Agreement;
- (c) undertakes to destroy or return to the Licensee the Dataset and any and all copies of the Dataset which are within the contractor's possession, custody or control when the contractor no longer needs to use the Dataset and/or any copies of the Dataset for the Licensee's internal corporate purposes.

6. Security

The Licensee must ensure that the Dataset is protected at all times from misuse, damage, destruction or any unauthorised use and retain the Dataset under the Licensee's effective control.

7. Confidentiality

- (a) The Licensee shall subject to Clause 5(b), treat the information contained in the Dataset as private and confidential to the Licensee.
- (b) The Licensee shall take all reasonable steps to ensure that any person, including contractors and consultants employed by the Licensee, keep the information contained in the Dataset confidential and do not disclose the information contained in the Dataset to any person or use the information contained in the Dataset for any purpose other than in accordance with the provisions of this Licence.
- (c) The Licensee shall not, in its publicity material or otherwise, disclose the existence of this Agreement or the terms of its relationship with Aerometrex Pty Ltd without the prior written consent of Aerometrex Pty Ltd.

8. Duration of Licence

- (a) The Licence commences the date on which the Licensee receives the Dataset and continues until terminated. This licence may be terminated by Aerometrex Pty Ltd:
 - i. if the Licensee fails to comply with any term of this Agreement; or
 - ii. if the Licensee, being a corporation becomes the subject of insolvency proceedings;
 - iii. if the Licensee, being a firm or partnership is dissolved; or
 - iv. if the Licensee destroys the information for any reason.
- (b) As soon as reasonably practicable, upon termination of this Agreement, the Licensee must:
 - i. at the Licensee's own cost, return or arrange for the return of all copies of the Dataset within the Licensee's possession, custody or control, in whatever form, to Aerometrex Pty Ltd;
 - ii. at the Licensee's own cost, destroy or arrange for the destruction of all copies of the Dataset within the Licensee's possession,

custody or control which cannot be returned to Aerometrex Pty Ltd under subparagraph (i); and

- iii. pay to Aerometrex Pty Ltd within 30 days of termination any and all outstanding amounts owing to Aerometrex Pty Ltd under this Agreement.

This clause survives the termination of this Agreement.

9. Warranties

- (a) Subject to clauses 10 (**Indemnities**) and 11 (**Limitation of Liability**), Aerometrex Pty Ltd warrants that:
 - i. the Dataset, in the format in which it is delivered to the Licensee, will be free of any error that substantially impair use of the Dataset; and
 - ii. it is able to give the rights under this Agreement.
 - iii. It has full capacity and authority to enter into this Agreement and it has or will obtain prior to the Commencement Date, any necessary licenses, consents and permits required of it to grant the licence;
 - iv. The Dataset does not infringe or violate any intellectual Property Rights, trade secrets, or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties;
 - v. It will comply with all applicable laws, regulations and rules which relate to its obligations under this Agreement;
- (b) The Licensee warrants that they have the authority to enter into this Agreement and that the Licensee, their employees, agents and contractors will comply with this Agreement.

10. Indemnities

The Licensee agrees to release and indemnify Aerometrex Pty Ltd and its Directors and employees in respect of all claims for loss, damage, or injury suffered by Aerometrex Pty Ltd or any third party arising out of the Licensee's use of the Dataset or the information or any part thereof or materials produced or derived from the information contained in the Dataset.

11. Limitation of Liability

- (a) All express or implied representations, conditions, warranties and terms relating to the Dataset or this Licence, not contained in this Licence, are excluded from this Licence to the extent permitted by law. If the law, including the *Trade Practices Act 1974 (Commonwealth)* (as amended) or any similar legislation, implies or imposes a non-excludable condition or warranty which can be limited, and in the event of breach of the warranty in clause 7(a)(i) as the Licensee's sole remedy, the liability of Aerometrex Pty Ltd to the Licensee for breach of that condition or warranty will be limited, as Aerometrex Pty Ltd determines, to: the replacement of the Dataset; the repair of the Dataset; payment of the cost of replacing the Dataset or acquiring an equivalent good; or payment of the cost of repairing the Dataset.
- (b) Subject to paragraph 11(a) above, Aerometrex Pty Ltd excludes liability to any person (including without limitation the Licensee, any user approved by the Licensee, and any person to whom information is provided by the Licensee or any user

utilising the Dataset) for and in relation to any loss, damage or expense in relation out of utilisation of the Dataset in any way, including without limitation loss of revenue & profit, lost business opportunities, or any other direct, indirect, consequential, incidental, special loss or damage. This limitation does not apply to liability for:

- (i) personal injury, including sickness and death;
- (ii) loss of, or damage to, tangible property;
- (iii) an indemnity; or
- (iv) infringement of Intellectual Property Rights

12. Severability

If any provision of this Agreement or part thereof shall be deemed void or unenforceable by any court or body or competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions or the remainder of any such provision shall not be affected by such determination.

13. Intellectual Property

The Licensee acknowledges that any and all copyright and other proprietary rights which subsist in or arise in connection with the Dataset belong to Aerometrex Pty Ltd and that the Licensee shall have no rights in or to the Dataset save the right to use it as permitted by this agreement.

14. General

- (a) No amendment of, or addition to, the provisions of this Agreement shall be binding unless it is in writing and signed by the parties to this Licence.
- (b) This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements, understandings and negotiations, written or oral, in respect of the matters dealt with in this Licence.
- (c) This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Licence Schedule



LIST OF DATASETS SUPPLIED	EXTENT OF DATA AREA
MetroMap	MetroMap

TERM OF LICENCE	USE OF DATA
Annual License agreement	Internal

LICENSEE DETAILS AND ACKNOWLEDGEMENT	
Licensee Organisation	
Address	
Contact Officer	
Phone	
Email	
Signature	
Name	
Position Held	
Date	

ACCEPTANCE - AEROMETREX	
Licensor Organisation	Aerometrex Pty Ltd
Address	59 King William St, Kent Town SA 5067
Contact Officer	George Sioutis
Phone	08 8362 9911
Email	George.Sioutis@Aerometrex.com.au
Signature	
Name	Mark Deuter
Position Held	Managing Director
Date	03/07/2017