

**AVIATION SECURITY INTERNATIONAL SYSTEMS TRAINING PTY
LIMITED
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PH: 07 3355 3355**

SOFTWARE LICENCE

**BETWEEN: AVIATION SECURITY INTERNATIONAL SYSTEMS TRAINING PTY
LIMITED ACN 076 551 847 ("ASIST")
AND: THE LICENSEE**

1. THE LICENCE

Aviation Security International Systems Training Pty Limited ACN 076 551 847 of Unit 4, 121 Scanlan Road, Mitchelton, Queensland ('ASIST') is authorized to license the ASIST[®] software. By selecting "I Agree" or installing this software program or by otherwise accessing the ASIST[®] software, you accept a non-exclusive, non-transferable licence to use the ASIST[®] software at a single physical business or office site on one or more computer systems upon the terms, and subject to the conditions, contained in this licence.

This licence entitles you to:-

- a) install and use the ASIST[®] software contained in this package at a single business or office site on one or more computers; and
- b) use the ASIST[®] software in accordance with the provisions of this licence.

2. ACCEPTANCE OF THIS LICENCE

The terms and conditions of this licence are deemed to be accepted by the parties as follows:-

- a) by ASIST[®], upon dispatch/delivery by ASIST[®] of the disk containing the ASIST[®] software to you direct or to your agent as the case may be; and
 - b) by you, by clicking the 'I Agree' button; or
 - c) by you, by installing the ASIST[®] software;
- and on the basis no signatories to this Agreement are required and from the date of the first of the above occurring.

3. USE OF THE ASIST[®] SOFTWARE

For the purposes of this licence 'use' means utilization of the ASIST[®] software for the purpose only of training and assessment of you or your employees or review of the training material by you or your employees in the manner facilitated by the ASIST[®] software.

4. DURATION

- a) The Agreement commences upon acceptance as defined in clause 2 above;
- b) Subject to the terms of this Agreement the licence shall continue in perpetuity;
- c) Provided however this Agreement shall end upon the customer submitting an expression of interest to the Regulated Air Cargo Agent (RACA),

Security Training Framework (STF), and/or Quality Assurance Service (QAS), to become a RACA training organization.

5. LICENCE FEE

- a) In consideration of the licence the customer shall pay the licence fee;
- b) The licence fee is exclusive of all taxes, duties and surcharges payable in respect the software in respect this Agreement;
- c) ASIST[®] must, within 28 days of a request from the customer, issue a Tax Invoice to the customer for any supply under or in connection with this Agreement;
- d) An additional licence fee as determined by ASIST[®] is payable if the licensee wishes to install or use the ASIST[®] software at more than one business or office site.

6. CONDITIONS OF LICENCE

- a) The supplier warrants that it has the authority to grant the licence;
- b) The Licence shall be non-transferable and non-exclusive to the customer;
- c) Use of the software is limited to the designated computer equipment, unless the consent of the supplier is obtained to use the software on alternative equipment. Such consent shall not be unreasonably withheld;
- d) The supplier is not required to provide updates or new releases pursuant to this agreement. For the avoidance of doubt, the provision of upgrades or new releases will be the subject of a separate support agreement.

7. INSTALLATION

The supplier is not liable to install the software or to provide any services or support in respect of installation of the software under this agreement.

8. OWNERSHIP

- a) The supplier retains ownership of the software whether in its original form or as modified by the customer during the term of the licence;
- b) All intellectual property rights in the software retained by the supplier;
- c) Nothing in this agreement affects the ownership of moral rights in the software.

9. COPIES

- a) Subject to the following sub-clauses of this clause, and without seeking to exclude or limit the application of sections 47B(3), 47C, 47D, 47E or 47F of the Copyright Act 1968 (Cth) the customer shall not copy the software, in whole or in part.
- b) The customer may make such number of copies of the software as is necessary to serve its internal needs for system's back-up and security. All copies of the software and the media in which the copies are contained shall be and remain the property of the supplier.
- c) The customer shall mark all copies of the software and the media in which the copies are contained with a notice of:-
 - a. the supplier's ownership of the software and the media;
 - b. the confidentiality of the software; and
 - c. such other information as the supplier requires.
- d) The customer shall maintain records of all copies of the software made by

it and the place at which those copies are situated. Such records shall be furnished to the supplier upon reasonable notice;

- e) The customer shall notify the supplier immediately on becoming aware of any unauthorized use or copying of the whole or any part of the software or of the manual of specifications;
- f) Immediately upon termination of this agreement, the customer shall deliver up to the supplier the software (including all copies, authorized or otherwise), the media and the manual of specifications, whether in their original form or as modified by the customer.

10. MODIFICATIONS

- a) The customer shall not modify the whole or any part of the software or combine or incorporate the whole or any part of the software in any other program or system without the prior consent in writing of the supplier;
- b) If the software is modified in accordance with the preceding clause 10a), the modifications shall, unless the supplier directs otherwise, be made in accordance with a written proposal submitted by the customer to the supplier;
- c) The customer shall fully indemnify and hold harmless the supplier against any liability incurred if the said modifications infringe the intellectual property rights of a third person;
- d) The software as modified remains the property of the supplier;
- e) This agreement shall continue to apply to the software as modified;
- f) This clause is subject to any right of modification arising pursuant to sections 47B(3), 47C, 47D, 47E or 47F of the Copyright Act 1968 (Cth).

11. REVERSE ENGINEERING

Except as expressly permitted by sections 47B(3), 47C, 47D, 47E or 47F of the Copyright Act 1968 (Cth), the customer shall not reverse assemble or reverse compile the software or any part of the software.

12. SECURITY

The customer shall be responsible for protecting the software at all times from unauthorized access, use or damage.

13. RISK

Risk of loss or damage to the software shall pass to the customer upon delivery of the software to the location.

14. WARRANTIES

- a) The supplier warrants that the software will perform substantially in accordance with the specifications for a period of 90 days after the acceptance date;
- b) If, within 90 days after the acceptance date, the customer notifies the supplier in writing of:-
 - a. the fact that the software is not performing substantially in accordance with the specifications; and
 - b. the alleged defects or errors, with sufficient particularity to enable the supplier to remedy the defects or errors,the supplier shall at its own expense, commence to examine the software within three working days and, as soon as practicable thereafter, rectify the defect or replace the software;
- c) The warranty contained in clause 14(b):-
 - a. is subject to the customer having fully complied with its obligations under this agreement;
 - b. is not a warranty that the results obtained from the software will be in

- accordance with the customer's expectations; and
- c. does not operate where the substantial non-performance arises in any respect from the installation of the software, the nature or operation of the equipment on which the software is used or the use of any materials or software not provided by the supplier.

15. IMPLIED TERMS

- a) Subject to clause 14(b), any condition or warranty which would otherwise be implied in this agreement is hereby excluded;
- b) Where legislation implies in this agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying application of or exercise or liability under such condition or warranty, the condition or warranty will be deemed to be included in this agreement. However, the liability of the supplier for any breach of such condition or warranty will be limited, at the option of the supplier, to one or more of the following:-
 - a. if the breach relates to goods:-
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of such goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of the cost of having the goods repaired; and
 - b. if the breach relates to services:-
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.

16. CONFIDENTIALITY

- a) A party will not, without the prior written approval of the other party, disclose the other party's confidential information;
- b) A party will not be in breach of clause 16(a) in circumstances where it is legally compelled to disclose the other party's confidential information;
- c) Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this agreement, do not make public or disclose the other party's confidential information;
- d) Notwithstanding any other provision of this clause, a party may disclose the terms of this agreement (other than confidential information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants;
- e) This clause will survive the termination of this agreement.

17. ENTIRE AGREEMENT

This agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the software. No addition to or modification of any provision of this agreement shall be binding upon the parties unless made by written instrument signed by a duly authorized representative of the party.

18. ASSIGNMENT

Neither party shall assign, whether in whole or part, the benefit of this agreement or any rights or obligations hereunder, without the prior written consent of the other party.

19. WAIVER

No forbearance, delay or indulgence by a party in enforcing the provisions of this agreement shall prejudice or restrict the rights of that party, nor shall any

waiver of those rights operate as a waiver of any subsequent breach.

20. VARIATION

No variation of this agreement will be effective unless in writing and signed by both parties.

21. SEVERABILITY

Should any part of this agreement be or become invalid, that part shall be severed from this agreement. Such invalidity shall not affect the validity of the remaining provisions of the agreement.

ENTERED INTO AS A DEED BETWEEN THE PARTIES upon the Licensee's acceptance as defined by clause 2 herein.