



SOFTWARE LICENCE AGREEMENT


For use of **NEM-Review**TM software, which has been developed and is wholly owned by GLOBAL-ROAM Pty Ltd.



Licensor:	Licensee:
<p>GLOBAL-ROAM Pty Ltd www.global-roam.com A.B.N. 31 091 533 587</p> 	<p><i>Licensee details</i> as per your gr-ID  details on your completed On-Line Order Form</p>

This is a legal Agreement between you (the Licensee) and GLOBAL-ROAM Pty Ltd.

INTRODUCTION


- A. The Agreement applies to the *Software*, which shall collectively describe:
- The NEM-ReviewTM Updater Service, complete with the installation package;
 - The NEM-ReviewTM Analysis Client, complete with the installation package;
 - Supporting (electronic or hardcopy) documentation;
 - The *gr-ID*  information of the Licensee.
- B. GLOBAL-ROAM Pty Ltd (*global-roam*) owns the *Software*, which the Licensee wishes to license.
- C. The *Software* accesses market information provided by third party suppliers through a variety of different mechanisms.
- D. *global-roam* is willing to license the *Software* to the Licensee under the terms of this agreement (including the payment of the indicated Licence Fee).
- E. This Licence specifically uses two terms to denote distinctly different events:
- Version Updates* to a newer version of the current model of the *Software*; and
 - Model Upgrades* (within a current version) from a lower model to a higher model of *software*;
- F. For clarification, this agreement specifically refers to two of the steps that must be performed before the *Software* can be used:
- Installation* refers to the use of an installation file to install the necessary files on the PC; and
 - Activation* refers to the internet-based process whereby allocated licences are selected for use by a particular installed copy of the *Software*.
- G. This licence refers to an **On-Line Order Form**, which is linked to this address:
<http://www.global-roam.com/secure/>

A) INITIATION of the LICENCE

1 ACCEPTANCE OF LICENCE CONDITIONS

- 1.1 The Licensee signifies their agreement with the terms and conditions of this Licence through completion of the **On-Line Order Form** for the Software.
- 1.2 Without reducing the responsibility imposed on the Licensee through **clause 1.1**, the Licensee also signifies their agreement with this Licence through:
- (a) Installation of the Software; and
 - (b) Activation of the Approved Numbers and models of the Software.

2 APPROVAL OF APPLICATION TO LICENCE

- 2.1 Upon receipt of the order from the Licensee, submitted from the **On-Line Order Form**, *global-roam* will, at its discretion, approve this Licence Agreement.
- 2.2 Approval of this Licence shall be signified through:
- (a) The allocation of the Approved Numbers of each model of the Software, as indicated in **clause 5**; and
 - (b) The notification to the Licensee of the **Approved Numbers** of each model (and any conditions applying to this approval) through an electronically submitted notice (titled "**Approvals Notification**") to the specified gr-ID  email address.



A) INITIATION of the LICENCE

3 GRANT OF LICENCE

- 3.1 In consideration of the approval process specified in **clause 2**, *global-roam* grants the Licensee a licence to use the Software:
- (a) For the Approved Numbers of each model of the Software;
 - (b) Where the Software is to be installed, activated and used only on a single computer for each of the Approved Numbers of each model of the Software.
- 3.2 The licence term shall begin on the date on which the order is submitted, and shall conclude as specified in the **Approvals Notification** ("Licence Term").
- 3.3 Any Version Updates or Model Upgrades performed during the Licence Term shall not have any effect on the Licence Term.
- 3.4 The Licensee may not use, copy or modify the Software or transfer the right to use the Software except as expressly allowed in this Agreement.

4 PAYMENT FOR INITIAL LICENCE

- 4.1 In completion of the **On-Line Order Form**, the Licensee shall:
- (a) Specify the requested number of each model of the Software; and
 - (b) Include the required payment so specified in the **On-Line Order Form**.
- 4.2 This required payment shall provide for ongoing use of the Software during the Licence Term specified in the **On-Line Order Form**.
- 4.3 Should the required payment not be provided, *global-roam* may (at its discretion) delay or refuse delivery of Licence or deliver a modified Licence.



A) INITIATION of the LICENCE

5 INSTALLATION and ACTIVATION

- 5.1 Following submission of the **On-Line Order Form**, the Licensee shall be emailed an electronic notification (titled "**Receipt Confirmation**"), which shall confirm the details of the Licensee's request to purchase, including the requested number of each model of the Software.
- 5.2 The Licensee, including all users to whom a licence has been allocated on the **On-Line Order Form**, will be emailed an electronic notification (titled "**Technical Instructions**"), which shall contain directions for the installation of the Software:
- (a) The Licensee shall be directed to the appropriate website reference for download of the Software.
 - (b) The Licensee shall be solely responsible for the correct download of the Software as per the directions provided.
 - (c) The Licensee shall be solely responsible for the Installation of Software on the number of computers for which the Requested Number of Licences have been allocated, as per the directions provided by *global-roam*.
 - (d) The Licensee shall be solely responsible for ensuring that each user is aware of, and complies with, the terms of this Licence Agreement.
 - (e) *global-roam* will provide reasonable assistance, if required, in the correct installation of the Software.
- 5.3 Following approval of the Licensee's order, the Licensee shall be provided another electronic notification (titled "**Approvals Notification**") with instructions for the activation of the Approved Number of Licences:
- (a) This Approved Number may differ from the requested number. The Licensee is solely responsible for ensuring it is fully aware of the Approved Number.
 - (b) The Licensee shall be solely responsible for ensuring it is fully aware of, and abides with, any additional conditions imposed on this Licence, as specified in the **Approvals Notification**.
 - (c) The Licensee shall be solely responsible for the activation of the Approved Number of copies of the Software as per the directions provided.
 - (d) The Licensee shall not, under any circumstance or at any time, disclose its *gr-ID* information to any third party.
 - (e) *global-roam* will provide reasonable assistance, if required, in the correct activation of the Software.



B) DURING the LICENCE TERM

6 USE OF THE SOFTWARE

- 6.1 The Licensee shall be responsible for ensuring that the Software is used in accordance with the Terms of this Licence.

7 WARRANTY ON INFORMATION PROVIDED

- 7.1 The Licensee shall acknowledge that the Software obtains information provided by third parties through various sources.
- 7.2 The Licensee shall acknowledge that, though *global-roam* shall use reasonable endeavours to maintain **reliability** in the provision of information, *global-roam* shall not be responsible for interruptions in the supply of this information.
- 7.3 The Licensee shall acknowledge that, though *global-roam* shall use reasonable endeavours to ensure the **accuracy** of the information provided, *global-roam* shall not be responsible for inaccuracy of this information.

8 MONITORING ACTIVITIES

- 8.1 Without limiting the responsibility stated in **clause 6**, *global-roam* will undertake electronic Monitoring Activities to ensure correct use of the Software according to the terms agreed in this Licence.
- 8.2 *global-roam* will seek to ensure that these Monitoring Activities will be unobtrusive, and that they will not disrupt the business of the Licensee, or the operation of the Software.
- 8.3 Subject to **clause 8.4**, the Licensee acknowledges its acceptance of the right of *global-roam* to conduct these Monitoring Activities.
- 8.4 *global-roam* shall not disclose usage information obtained from these Monitoring Activities to any other party without the written permission of the Licensee.

9 PROVISION OF MAINTENANCE

- 9.1 Commencing on the day that the licence is approved, *global-roam* agrees to provide maintenance for the software during the Licence Term at no extra cost to the Licensee. For the purposes of this **clause 9.1**:



B) DURING the LICENCE TERM

- (a) Maintenance includes any work which *global-roam* deems necessary to maintain the proper operation of the software, and includes, but is not limited to, faults in service directly the responsibility of the Software; but
 - (b) Maintenance shall not include work that may be necessary to rectify discontinuity or other faults related to the supply of data or information by third parties.
- 9.2 *global-roam* shall not be liable, under any circumstances, for any damages that occur due to the malfunction of the Software.
- 9.3 In the event of malfunction of the Software, the Licensee shall be responsible for completion of the following steps, in order, until the malfunction is rectified:
- (a) If the Software has previously been functioning error-free, identifying whatever changes had recently been made on the Licensee's own computer system, including changes to:
 - i. The local PC, on which the Software has been installed;
 - ii. The Local Area Network on which this PC operates; and
 - iii. The connection to the internet (including proxy settings) through which the PC accesses the internet.
 - (b) Notification to *global-roam* (at <mailto:support@global-roam.com>) of as many details of the malfunction (including those in sub-clause (a) above) as can be reasonably gathered;
 - (c) Compliance with any reasonable directions given by *global-roam* (or its nominees), by phone, in person or over the internet, in the rectification of the malfunction; and
 - (d) If deemed necessary by *global-roam*, provision of reasonable access for *global-roam*, or its nominees, to the premises at which the Software is malfunctioning.
- 9.4 Version Updates for the Software may be provided, at intervals determined by *global-roam*, during the course of the Licence Term:
- (a) Such Version Updates may be used by *global-roam* to address Maintenance issues, should these arise during the Licence Term; and
 - (b) The Licensee agrees to implement any Version Updates supplied during the Licence Term to all its installed copies of the Software within 14 days of the release of the update.



B) DURING the LICENCE TERM

10 SECURITY OF THE SOFTWARE

- 10.1 Each of the parties for their respective rights and interest, shall use reasonable endeavours to maintain the security of the Software, including:
- (a) Restricting access to the Software to those who are responsible for the Installation and Activation of the Software according to the conditions of this agreement;
 - (b) Discouraging its employees, contractors and associates from unauthorised use of the Software.
- 10.2 Should the Licensee become aware of a breach in its security arrangements, it should promptly notify *global-roam* (at <mailto:support@global-roam.com>) of the details of such a breach

11 TERMINATION

- 11.1 Either party may terminate this agreement by either:
- (a) Giving the other party thirty (30) days written notice; or
 - (b) Immediately, if any of the following occurs:
 - i. Either party fails to comply with any material term or condition of this agreement and does not rectify such failure within 14 days of receiving a written notice from the other party; or
 - ii. Either party becomes bankrupt or insolvent or enters into arrangements with the creditors of that party; or
 - iii. Either party ceases to carry on business in the ordinary course.
- 11.2 Upon termination, the Licensee must destroy the Software as specified in **clause 13**.



C) At the END of the LICENCE TERM

12 EXPIRATION OF LICENCE

- 12.1 At the expiration of the Licence Term, *global-roam* may, at its sole discretion, continue to provide access to the relevant market data in a format suitable for the version and model of the Software for which the licence has expired.
- 12.2 Should the Licensee wish to rely on the functionality of the Software beyond the Licence Term, a new licence must be entered into.

13 PROCESS FOR DESTROYING SOFTWARE

- 13.1 At the expiration of the Licence Term, or the Termination of the Licence, the Licensee shall be responsible for the following:
- (a) Deletion of all copies of the install files that were supplied and obtained at the commencement of the licence;
 - (b) Destroy all installed copies of the Software with the use of the *Add/Remove Programs* function.
- 13.2 The above actions shall be carried out within seven (7) days of the date of the termination notice, or the date of expiration of the licence, whichever is applicable.
- 13.3 For the avoidance of doubt, the Licensee is not required to destroy the NEM-Review database (containing the data updated by the NEM-Review Updater Service to that point in time) at the expiration of the Licence.



D) AT ALL TIMES

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Software and all copyright and other rights to it are owned by *global-roam* or its suppliers and are protected by international treaty provisions and all applicable national laws.
- 14.2 All logos and trademarks associated with the Software are sole property of *global-roam*.
- 14.3 The Licensee may not make any Copies (through paper, electronic or other medium) of screen images or reports produced by the Software except in any of the following instances:
- (a) In the case where the Copies are to be used solely for internal use:
 - i. Only if the facilities provided as a standard part of the Software are used to make the copies or reports; and
 - ii. Only if the screen images or reports are not altered in any way to remove the proprietary marks included; and
 - iii. Only if the recipients of these screen images and reports are made aware of the source of these Copies, and the provisions of **this clause**.
 - (b) In the case where the Copies are to be accessible externally to the Licensee's organisation:
 - i. Only if the copy or report is provided on an infrequent, manual process; and
 - ii. Only when the copy or report shall be provided complete with clear and unambiguous referencing to *NEM-Review™* and *global-roam*; but
 - ii. Specifically not if the copies or reports are to be provided on a frequent or regular basis, without the prior written permission of *global-roam*.

15 OTHER RESTRICTIONS

- 15.1 The Licensee may not let, lease, licence, sub-licence, lend or copy the Software, except as otherwise agreed in writing with *global-roam*.
- 15.2 The Licensee may not translate, reverse engineer, de-compile, disassemble or create derivative works based on the whole or any part of the Software, except to the extent these acts cannot, by law, be prohibited in the country of use.
- 15.3 The Licensee may configure, using only the software interface provided, the Software for its own use, but not otherwise modify or merge it into another program



D) AT ALL TIMES

unless in support of its authorised use and with the express approval in writing of *global-roam*.

16 WARRANTY

- 16.1 As provided in **clause 9**, *global-roam* offers a limited warranty with respect to Malfunction of the Software.
- 16.2 Without limiting clause 16.3, to the extent permitted by law, any liability of *global-roam*:
- (1) under any term, condition, warranty or representation that by law cannot be excluded or that is not otherwise excluded under clause 16.3; or
 - (2) otherwise in connection to the software
- is, where permitted by law, limited at the option of *global-roam* to refund of the Licence Fee, replacement or re-supply of the Software or equivalent software, or the payment of the cost of same.
- 16.3 To the full extent permitted by law, *global-roam* disclaims all other warranties, conditions and other terms, either expressed or implied, including but not limited to implied warranties and conditions of merchantability and fitness for a particular purpose, with respect to the Software, and in and all liability of *global-roam* on any basis (including negligence) is excluded in respect of any Loss suffered or incurred by the Licensee, whether indirect or consequential, in relation to this Agreement or the Software, and in any event for any lost profits or goodwill or lost or corrupted data. "Loss" means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action, liability or damages incurred by a person, and includes legal costs on an indemnity basis and indirect and consequential losses.
- 16.4 There is no warranty or condition by *global-roam* or any other party that the data or functions contained in the Software will meet the Licensee's requirements, or that the operation of the Software will be uninterrupted or error free. The Licensee assumes all responsibility for the selection of the Software for its purposes and for the use and results obtained from it.

17 CONFIDENTIALITY

- 17.1 The Licensee acknowledges that the information provided by *global-roam* is proprietary confidential or a trade secret of *global-roam*.
- 17.2 The Licensee will not permit any of its officers, employees, agents, contractors or related companies use or disclose to any person any confidential information of *global-roam* disclosed under this agreement without the prior approval of *global-roam*.



D) AT ALL TIMES

18 INDEMNITY

18.1 The Licensee indemnifies *global-roam* against the following:

- (a) All losses, damages or legal costs incurred by *global-roam*; and
- (b) All legal costs (on a solicitor and own client basis or full indemnity basis (whichever is greater)), and all other expenses incurred by *global-roam* in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal).

arising directly or indirectly from any breach by the Licensee of any term of this agreement or any negligence or willful act or omission of the Licensee.

18.2 Such costs and liabilities as outlined in **clause 18.1** must be paid by the Licensee to *global-roam*, whether or not *global-roam* has paid or satisfied them.

18.3 This clause 18 shall survive any termination or expiration of the license or this agreement

19 IMPROVEMENTS

19.1 The Licensee acknowledges that it has no claim to any intellectual property relating to any improvements made to the Software by *global-roam* during or after the Licence Term, including any improvements that may be due to suggestions, comments or other feedback provided by the Licensee.

20 GOVERNING LAW

20.1 The laws of Queensland, Australia govern this Licence. The parties submit to the exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.



D) AT ALL TIMES

21 NOTICES

21.1 Any notice given by either party to the other will be in writing and will be:

- (a) Delivered or posted by registered post to the recipient at its address as it is referenced herein, or at such other addresses as it may from time to time have specified; or
- (b) Sent by fax on such fax numbers as recipients have from time to time specified.

The notice which is posted by mail will be deemed to be served three (3) days after it has been posted, whilst the notice which is sent by fax will be deemed to be served on the day following the day that the sender received a confirmation answerback code from the recipient's fax machine.

22 ADDRESS FOR NOTICES

22.1 Please contact *global-roam* at:

GLOBAL-ROAM Pty Ltd

Postal Address:

PO Box 1466
Milton QLD 4064
AUSTRALIA

Street Address:

Suite G3 – 303 Coronation Drive
Milton QLD 4064
AUSTRALIA

22.2 The address of the Licensee for service of notices will be as indicated in the [On-Line Order Form](#).

