

Terms and Conditions Licencing, IP and Copyright Agreement

Terms and Conditions

Recitals

- A. ACES is engaged in consultancy and operational engagements in the areas of Security, Risk Management, Occupational Health & Safety, Public Safety, Emergency Management and Event Management in the application, creation and implementation of management systems, analysis, reviews, and operational implementation.
- B. ACES also trades as Secure Domain, Avert Risk Management Services, Assure Event Safety Services, Alleviate Event Administration and Logistics and Australian Concert and Entertainment Services in the above areas of business. This undertaking applies to all trading names, associated and related companies of ACES.
- C. ACES has, and continues to develop, procedures, processes, systems, documents, templates and management systems (**the Product**) that provide competitive advantage in their business areas.
- D. ACES and the Client agree that, in the course of their relationship, ACES will supply the Product, which is supplied under licence to the Client (Licensee).

Operative Part

1. Licence Agreement

- (a) By using the Product the Licensee agrees to be bound by the Licence Agreement for the Product.
- (b) The Licensee is granted a non-exclusive and non-assignable Licence to use the Product.
- (c) Licensees are permitted to use the Product for the agreed Event(s) as agreed in writing
- (d) Licensees are permitted to make paper copies and electronic copies of the Documents to the extent required for the Purpose.
- (e) The Product supplied by ACES is the latest version that has been approved and issued by ACES.
- (f) ACES will not in any way provide the Licensee with an updating service for the Product unless specifically agreed in writing.
- (g) The Licensee agrees that ACES has no obligation whatsoever to advise of any amendments or changes to the Product or even as to its withdrawal from publication irrespective of the reason for any such amendment, change or withdrawal, unless such updates have been agreed in writing, and then only to the extent of that agreement.

- (h) It is expressly agreed that ACES retains all title to the **intellectual property** contained in the Product or is an authorized distributor of the intellectual property. Licensees shall not challenge or call into question ACES' ownership of Intellectual Property Rights in respect of the Product.
- (i) Electronic and paper copies of the Product are the subject of **copyright**. Unauthorized copying of the Product and any modification of or merger with other software or documents is expressly forbidden. However, in consideration for entering into this licence agreement and agreeing to pay the fees to ACES, the Licensee may use the Product to obtain information contained in the Product for their own Internal use only but shall not otherwise use, modify, copy, adapt, supply, transmit, send by e-mail, reproduce, or do any other thing in relation to, the Product.
- (j) The Licensee shall not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Product.
- (k) The Licensee shall ensure that all persons that have rights to access the Product under this Licence shall exercise that right only for the purposes specified and shall not use the Product for any other purpose.
- (l) For reproduction of the Product or portions of the Product, and for which are outside the circumstances included in this agreement, permission must be sought in writing from ACES.
- (m) The Product is licensed only to the Licensee. Under no circumstances may the Product be transferred by the Licensee to any other party without the prior written consent of ACES.

2. Licence Agreement

- (a) Governing Law. This Agreement is governed by the laws of the State of New South Wales, Australia and each party submits to the jurisdiction of the courts of that State and courts of appeal therefrom.
- (b) Entire agreement. This Agreement contains the whole of the agreement between ACES and the Client regarding Licensing of the Product.
- (c) Amendment. This Agreement may only be amended in writing.
- (d) Assignment. A party will not assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

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