

INTELLECTUAL PROPERTY LICENCE



**Terms and Conditions
Single and Ongoing Licence**

PARTIES:

Childcare Resources Australia Pty Ltd ABN 22 166 597 020 of PO BOX 374
CHARLESTOWN NSW 2290 (**the Licensor**)

AND

The Party named in Schedule 1/Application for Purchase/Application for Purchase (**the Licensee**)

RECITALS

- A. The Licensor owns or has the right to use the Intellectual Property.
- B. The Licensee desires the Intellectual Property for the Permitted Use.
- C. The Licensor grants, and the Licensee accepts, the limited and non-exclusive licence of the Intellectual Property in accordance with the terms of this Agreement.

OPERATIVE PART

1. DEFINITIONS

In this agreement:

- (a) **Business** means the business operated by the licensee described as such in the schedule;
- (b) **Business Day** means a day, not being a Saturday, Sunday or gazetted public holiday, on which banks are open for commercial business where performance of an obligation under this agreement is to take place;
- (c) **Claim** means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost liability, action, proceeding, right of action, chose in action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent;
- (d) **Commencement Date** means the date so specified in the Schedule;
- (e) **Confidential Information** means all technical and other information and know how, including all information and know how in any eye or machine readable form or other format, disclosed or given to the licensee from any source in respect of or incidental to:
 - (i) The product;
 - (ii) The technology;
 - (iii) The licensor; and
 - (iv) Any other information disclosed or given to the licensee by the licensor which is declared by the licensor to be confidential information;
- (f) **GST** means tax payable on a taxable supply under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation.
- (g) **Improvements** means any improvement, alteration, development, modification, enhancement or derivative of the Intellectual Property arising during the term whether authorised by the Licensor or not;
- (h) **Intellectual Property** means all intellectual property rights arising at any time protected by statute or common law, including (whether registered or in registrable form) patents, engineering certifications, processes, copyright and any registered designs, trademarks and goodwill; and any other application or right to apply for

registration of any of these rights, and whether in Australia or overseas and also includes:

- (i) The Confidential information;
 - (ii) The Improvements;
 - (iii) The Patent(s);
 - (iv) The Trade Mark(s); and
 - (v) The Material.
- (i) **Licence Fees** means the amount specified in Schedule 1/Application for Purchase/Application for Purchase and any other fees or interest arising under this Agreement and payable by the Licensee to the Licensor;
- (j) **Material** means all material, documents, information or data owned by the Licensor, including:
- (i) The training material listed in Schedule 1/Application for Purchase/Application for Purchase including any updates, variations, amendments or material supplementary to the Material;
 - (ii) Any information marked as "Material" or which the Licensor informs the Licensee is "Material" for the purposes of this Agreement.
- (k) **Notice** means a written notice, consent approval, direction, order or other communication;
- (l) **NQF** means the National Quality Framework established and administered by the Australian Government by virtue of the Australian Children's Education & Care Quality Authority as it is known from time to time.
- (m) **Obligation** means any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability;
- (n) **Patent** means the registered patent or patent application including the provisional and complete specifications described in Schedule 1/Application for Purchase/Application for Purchase;
- (o) **Permitted Use** means,
- (i) where the licence granted under this Agreement is a Single User Licence, to use the Material as a learning guide in the personal study of the named Single User only; and
 - (ii) where the licence granted under this Agreement is not a Single User Licence, to deliver early childhood education and care to students enrolled in the Licensee's education program and enable the Licensee to comply with National Standard requirements;
- (p) **Product** means the product described as such in the schedule;
- (q) **Right** includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action;
- (r) **Single User** means where a Single User Licence is granted under this Agreement, the person(s) named as single user(s) in Schedule 1/Application for Purchase/Application for Purchase;
- (s) **Single User Licence** means where the schedule indicates that the licence granted under this Agreement IS a single user licence;

- (t) **Technology** means all that technical information which relates to or forms part of the product, including, without limitation, methodology, techniques, drawings, outlines, notes, algorithms, detailed designs, flow charts, results, software: partial or intermediate versions and prototypes, data, formulae and other proprietary information and know how in the licensee's possession or control or which is revealed to the licensee which relates to the product;
- (u) **Term** means the term as specified in Schedule 1/Application for Purchase/Application for Purchase; and
- (v) **Trade Mark** means the registered trade mark, trade mark registration application and common law trademarks described in Schedule 1/Application for Purchase/Application for Purchase.

2. INTERPRETATION

In the interpretation of this agreement unless the context otherwise requires:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to New South Wales;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

3. LICENCE AND ACCEPTANCE

This Agreement may be accepted by doing either one or more of the following:

- (a) duly executing this Agreement in hard copy; or
- (b) duly executing or otherwise indicating an acceptance in writing (including by email) of an application, schedule, proposal or quotation issued by the Licensor in or to which this Agreement is attached or referred to;
- (c) Issuing a purchase order or similar request for goods or services in response to the application, schedule, quotation or proposal referred to at (b) above;
- (d) By clicking "I agree" or similar when asked whether you agree with the terms and

conditions of access to the Material via the Licensor's website; or

- (e) Accessing the Material after being provided with a copy of this Agreement and/or the application, schedule, proposal or quotation referred to in (b) above.

In consideration of the Licensee's agreement to be bound by this Agreement and its ongoing compliance with its obligations under this agreement, including without limitation payment of the Licence Fee, the Licensor grants to the Licensee a non-exclusive, non-transferrable, revocable licence to access and use the Material for the Permitted Use throughout the Term in accordance with the terms of this agreement. The grant of this Licensee is personal to the Licensee.

If the licence granted under this Agreement is a Single User Licence, then in addition to any other restrictions:

- (a) For each Single User Licence paid for, the licence is granted for use by one single individual person named in the schedule as the Single User and contains protections preventing access to the Material by anyone other than the individual named as the single user, limited to access via 2 devices only;
- (b) The Licensee must not permit, encourage or knowingly allow or continue to allow other individuals, whether engaged by, employed within, or students of the Licensee or otherwise, to gain access to the Materials or otherwise use or benefit from the licence granted under this Agreement;
- (c) The Licensee must ensure that only individuals named as a Single User in Schedule 1/Application for Purchase/Application for Purchase accesses the Material for that individual's own use and benefit;
- (d) The Licensee must not and must ensure that any other person must not print, share, load on to any website, portal, database or other platform accessible by others (for example, Moodle), change formatting or disable or attempt to disable the protection measures contained within the Materials; and
- (e) Should the Licensor have reasonable suspicion that the Licensee is or may be breaching any of the above restrictions of a Single User Licence, then without limiting any other rights of the Licensor under this Agreement or at law, the Licensor:
 - (i) may immediately suspend all access to the Material without liability of claim to the Licensee;
 - (ii) may refer the Licensee to Australian Skills Quality Authority or other industry or governing body for investigation and/or disciplinary action; and
 - (iii) may claim from the Licensee as a liquidated debt, an amount equal to the sum that the Licensor would have received had each individual that accessed the Material as a result of or in connection to a breach of this Agreement paid the relevant Licence Fee or it been paid on their behalf.

4. VALUE & OWNERSHIP

- (a) The Licensee acknowledges that the Material has commercial value to the Licensor and is the property of the Licensor.
- (b) Nothing in this agreement has the effect of transferring title to or an interest or Rights in any of the Material or the Intellectual Property to the Licensee or anyone.
- (c) All Intellectual Property rights existing in the Material as at commencement of the

Term or coming into existence at any time in the future, its functionality, methods of assessment, content, will at all times remain vested in the Licensor, without exception.

- (d) The Licensee acknowledges the Licensor's proprietary rights over the Material and the Intellectual Property and acknowledges that this agreement does not grant the Licensee with any ownership rights over the Material or Intellectual Property of the Licensor. Ownership of the Rights in and relating to the Intellectual Property and the Material, including in any parts of the Material worked on or contributed to by the Licensee or its personnel, employees, representatives, sub-licensees or assigns will at all times vest in the Licensor.

5. IMPROVEMENTS

- (a) This Agreement does not transfer to the Licensee any right title or interest in the Material or the Intellectual Property or any user manuals or collateral or supporting documentation. Title to the Material and the Intellectual Property (including any Improvements whether or not made by the Licensee (or at the Licensee's request)), remains at all times vested in the Licensor.
- (b) Notwithstanding the restrictions in clause 7, if the Licensee (or any person granted access to the Intellectual Property) develops any Improvements in relation to the Material or the Intellectual Property, then all intellectual property rights then existing or created in the Improvement will immediately vest in the Licensor on their creation. The Licensee will do all things and sign all documents, including without limitation procuring that any of the Licensee's employees, agents, personnel or contractors sign all documents, to ensure vesting occurs in the Licensor in a timely fashion if for some reason it does not occur immediately upon creation, or as otherwise directed by the Licensor.
- (c) If for some reason the Intellectual Property rights in the Improvements do not immediately vest in the Licensor, the Licensee will notify the Licensor of the nature of the Improvement and:
 - (iv) where the Intellectual Property rights to the Improvement are assignable, the Licensee irrevocably assigns to the Licensor all right title and interest in any Intellectual Property Rights subsisting in the Improvement;
 - (v) where the Intellectual Property Rights to the Improvement are not capable of assignment, the Licensee grants the Licensor an irrevocable, royalty free and exclusive licence to the Intellectual Property rights subsisting in the Improvement; and
 - (vi) grant and do all things necessary to give effect to an assignment of the Intellectual Property Rights in respect of the Improvements to the Licensor.
- (d) The Licensor reserves the right to develop new material separate to the Material the subject of this agreement. Any new material may use other technologies or content in addition to current technologies or content. The Licensee agrees that additional fees for new functionality, content or modules not available in the current Material may be applicable should the Licensee wish to upgrade to any new material.

6. OBLIGATIONS OF THE LICENSEE

During the term, the Licensee must:

- (a) Promptly advise the Licensor of any litigation or arbitration or threat of litigation or arbitration which may involve the Material or Intellectual Property;

- (b) keep the Licensor advised of the progress of any litigation or arbitration involving the Material or Intellectual Property. In particular, the Licensee must take into account and adhere to the views of the Licensor in relation to the conduct or settlement of any such litigation; and
- (c) provide to the Licensor, at the request of the Licensor, copies of any documents or other material including legal advice relating to such litigation or arbitration;
- (d) Allow the Licensor to inspect the place and method of use of the Intellectual Property or Material by the Licensee;
- (e) Take all steps necessary to safeguard and keep the Intellectual Property confidential;
- (f) Keep the Intellectual Property in a secure manner;
- (g) Keep its IT infrastructure used in connection with or to operate the Intellectual Property up to date, maintained in good order and repair and safe from damage;
- (h) Maintain and keep current any relevant third party software required to operate the Intellectual Property. The Licensee acknowledges that the Intellectual Property may not be able to be accessed or may not properly function, if the Licensee does not comply with this sub clause;
- (i) Accept all regular updates made to the Intellectual Property by the Licensor. The Licensee acknowledges that nothing in this clause or this Agreement generally obliges the Licensor to provide any updates to the Material or Intellectual Property;
- (j) preserve the confidential nature of the Confidential Information (including Intellectual Property Rights contained within the Material), and to use reasonable care to prevent the unauthorised use, copying, publication or dissemination of any part of the Intellectual Property, Material and the Confidential Information;
- (k) notify the Licensor promptly of any actual or suspected infringement of the Rights relating to or connected with the Intellectual Property or the Material and all relevant information known concerning such an infringement;
- (l) take all reasonable action as may be specified by the Licensor concerning any infringement; and
- (m) procure from any of its employees, contractors or agents prior to disclosure of the Material to those employees, contractors or agents, instruments binding them to the same duties as are set out in this Agreement and only disclose the Material to those persons where it is required to complete the Permitted Use.

7. RESTRICTION ON THE LICENSEE

The Licensee must not and must ensure that any employee, contractor, officer, student or other authorised user of the Material must not:

- (a) decompile, copy, disassemble, reverse engineer or otherwise attempt to derive or use the Source Code from the any of the Intellectual Property;
- (b) copy or engage any third party for the purpose of copying the Material or the Intellectual Property, including without limitation the “look and feel” of the Material, the general format of the Material or its presentation or graphics;
- (c) for the Term (notwithstanding whether terminated earlier than the expiry of the Term) plus a period of 12 months, not develop or engage any related or third party for the purposes of developing Material similar to or which could potentially compete with the Material or the Intellectual Property;
- (d) sell, rent, lease, licence, display, time share or otherwise transfer any part of the Intellectual Property or Material to, or permit the use of any part of the Intellectual Property or Material by;

- (e) alter, enhance, adapt, develop or modify any part of the Intellectual Property or Material or attempt to do any of those things or procure a third party to do or attempt to do any of those things, unless expressly authorised by this Agreement;
- (f) knowingly disclose or grant access to the Intellectual or Material or any part of it to any third party, unless expressly authorised by this Agreement;
- (g) grant access to or use of the Material or the Intellectual Property to any third party (unless expressly authorised under this Agreement);
- (h) at any time do or suffer to be done any act or thing which may in any way impair the rights of the Licensor in the Intellectual Property;
- (i) permit or allow any third party to do anything which, if committed by the Licensee, would be a breach of any one or more of the **sub clauses (a) to (g)** above.

8. TERM AND TERMINATION

- (a) This Agreement will continue for the Term unless terminated earlier in accordance with this clause 8. Should the Licensor continue to allow you access to the Material after the expiry of the Term, this Agreement will continue to bind the parties on a holding over basis, such that either party can terminate on 30 days' notice to the other.

(b) Termination on notice

Either party may terminate this agreement by notice in writing to the other if the other party commits a material breach of essential provision of this agreement, and, where:

- (i) the breach is capable of remedy, has failed to remedy such breach within 14 days of receipt of Notice specifying:
 - The exact nature of the breach committed by the defaulting party; and
 - A request to remedy the breach.
- (ii) The breach is not capable of remedy, on the expiry of 14 day's written notice of the breach.

(c) Immediate termination

The Licensor may, by notice in writing, terminate this agreement with immediate effect upon:

- (vii) the making or filing of any application to wind up the Licensee under any law or government regulation relating to bankruptcy or insolvency including being unable to pay its debts or suspends payment of its debts within the meaning of the Bankruptcy Act 1966; or
- (viii) the appointment of a receiver, agent or manager for all or substantially all of the property of the Licensee; or
- (ix) the making by the Licensee of any assignment, arrangement or composition whether formal or informal for the benefit of its creditors; or
- (x) the institution by the Licensee of any proceedings for the liquidation or winding up of its business; or
- (xi) the Licensee suffers or incurs anything analogous or having substantially similar effect to the events specified in (i) to (iv) above;
- (xii) the failure to pay the Licence Fee or any instalment thereof within 7 business

days of its due date for payment irrespective of whether formal demand is made; or

- (xiii) in any event and without the need for default by the Licensee, upon giving the licensee 14 days prior written notice.

(d) Effect of termination

Upon termination:

- (xiv) all rights of the Licensee granted under this Agreement shall terminate and access to the Material will cease.
- (xv) The Licensee must:
 - (1) immediately cease using the Material;
 - (2) promptly deliver to the Licensor all documents and other materials including all copies in its possession relating to the Material or the Intellectual Property in their possession or control;
 - (3) promptly delete all the Material held electronically in any medium in their possession or control or distributed by them;
 - (4) promptly destroy all documents which were prepared by or for the Licensee and which were based wholly or partly on the Material, and delete all such documents held electronically in any medium in their possession or control;
 - (5) immediately pay any unpaid fees to the Licensor including any unpaid instalments of the Licence Fee (whether or not presently due and payable);
 - (6) promptly certify to the Licensor in a form reasonably requested by the Licensor that they have complied with the preceding sub clauses, and do such further things as may be reasonably required by the licensor to protect the Licensor's Intellectual Property Rights.

(e) Consequences of termination

- (xvi) Termination under this clause 8 does not preclude a party's right to recover damages as a result of the breach and consequent termination and shall not relieve the Licensee from liability arising from any antecedent breach of the terms of this Deed.
- (xvii) The Licensor reserves its right to inform ASQA or existing State and Federal Governing bodies of any criminal or civil action which may occur as a result of a breach of this Agreement.

9. LICENCE FEE

(a) Payment of Licence Fee

The Licensee must pay the Licence Fee specified in the Schedule 1/Application for Purchase/Application for Purchase to the Licensor during the term in the following manner:

- (xviii) the Up Front Fee must be paid on the Commencement Date; and
- (xix) The remainder of the Licence Fee (being the amount equal to the Licence Fee less the Up Front Fee received by the Licensor) is to be paid on the Payment Dates specified in Schedule 1/Application for Purchase; and
- (xx) On expiry of the Term or earlier termination, any part of the Licence Fee that

remains unpaid becomes immediately due and payable.

- (xxi) The Licensee acknowledges and agrees that the Licence Fee (or each instalment of the Licence Fee where relevant) is immediately released to the Licensor upon payment and is non-refundable where this Agreement is terminated for any reason.

(b) **Late payment**

If the Licence Fee or any other monies is payable by the Licensee to the Licensor remain unpaid for seven days after the due date for payment, whether or not formal demand has been made, then the Licensee is liable to pay, in addition to any monies actually owing to the licensor:

- (i) Interest at the rate of 2% over the bank indicator lending rate for overdrafts of \$100,000.00 nominated by the licensor on such monies from the date the payment actually fell due until such monies are recovered and paid to the licensor; and
 - (ii) All of the Licensors' legal costs and disbursements (on a full indemnity and solicitor and client basis) in relation to enforcing or preserving its' right to receive payment under this agreement.
- (c) The Licence Fees or any other monies payable under or in connection with this agreement are exclusive of GST.
 - (d) If GST is payable on any supply made by a party under or in connection with this agreement, the consideration provided (or to be provided) for that supply will be increased by an amount equal to the GST liability properly incurred by the party making that supply.
 - (e) The party making the supply must provide a tax invoice or receipt, which is in an approved form for GST purposes, for any supply for which the party making the supply may recover GST.

10. INDEMNITY AND LIMITATION OF LIABILITY

- (a) The Licensee indemnifies the Licensor and keeps the Licensor indemnified against all claims, loss, liability, damage or expense (including legal costs on a solicitor client basis) incurred in connection with any:
 - (i) breach by the Licensee of this agreement;
 - (ii) claim by third party against the Licensor arising out of or in any way related to any act or omission of the Licensee;
 - (iii) exercise of the Licensee's rights granted under clause **Error! Reference source not found.**; or
 - (iv) any act or omission by a person to whom the Licensee disclosed to or granted rights in the Material whether or not with the consent of the Licensor, which if done or omitted to be done by the Licensee, would be a breach of this Agreement. The Licensee hereby irrevocably releases the Licensor and waives all claims which the Licensee may have in the future against the Licensor, in respect of any action claim or remedy whatsoever in any way attributable to the exploitation of the intellectual property by the Licensee.
- (b) Where any statute or law implies warranties or conditions into this agreement or on the supply of access to the Material, which cannot be lawfully modified or excluded under this agreement ('Non-excludable Condition') then this agreement will be read subject to such Non-excludable Condition. Where such statute or law permits, the liability of the Licensor to the Licensee for breach of such Non-excludable Condition is limited to re-supplying the Material or the cost of paying a third party to re-supply same.

- (c) To the maximum extent permitted by law and notwithstanding any other clause of this agreement but without in any manner derogating from the terms of Clause 10(d) or limiting the consequence of a breach by the Licensee of Clause 10(d), the Licensor will not be liable to the Licensee for indirect or consequential loss or damage of any kind, loss of profits, loss of opportunity, revenue and economic loss, loss of data, failure to realise expected profits or savings, overhead costs, loss of reputation or goodwill arising out of or in any way connected with the Material, the Intellectual Property or this agreement (including under statute or in tort).
- (d) The Licensor warrants that it has full authority and capacity to enter into this agreement and to grant to the Licensee the rights it purports to grant in this agreement.
- (e) The Licensor warrants that it has taken reasonable steps to ensure the Materials meet the requirements of the relevant national training packages and current national standards for RTOs at the date of original publication of the Materials. However:
 - i. The Licensee is solely responsible for ensuring that any material it uses meets the standards or guidelines required by it or any external body governing or regulating the operation of its business within its industry, including but not limited ASQA and/or any future governing bodies; and
 - ii. The Licensee will not hold the Licensor liable for any instances of non-compliance by the Licensee with applicable national standards for RTOs or future standards as outlined by the relevant industry governing bodies.
- (f) The Licensee warrants and represents that in entering into this agreement the Licensee has:
 - i. relied on its own enquiry as to the performance and functional characteristics of the Material; and
 - ii. not relied on any representation made by the Licensor unless they are reduced to writing and are expressly specified in this agreement.
- (g) To the fullest extent permitted by law, any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.

11. INFORMATION COLLECTION

The Licensee consents to the Licensor using any of its personal information for the purposes set out at the time of collection and otherwise in accordance with the Licensor's privacy policy in place from time to time.

Without limitation, any names, addresses and email addresses collected by the Licensor will may be stored and used by the Licensor for future communication with the recipient. Where the Licensee has collected and provided any information on behalf of others (including employees, contractors and students), the Licensee hereby warrants and to the Licensor that it has obtained all required informed consents from the owners of that information to allow the Licensor to make use of the information as foreshadowed in this Agreement.

The Licensee will indemnify and hold the Licensee harmless in respect of any loss, damage, claim, liability or injury suffered by the Licensee as a result of or in any way arising out of a failure by the Licensee to obtain informed consent from the owners of any personal information used by the Licensor.

12. PUBLIC ANNOUNCEMENTS

The Licensee must not make or allow to be made any press or other public announcements, advertisements, promotions or releases relating to this Agreement, the Material, the Intellectual Property or any transactions the subject of this agreement without the approval of the Licensor which may be withheld in the absolute discretion of the Licensor.

13. NO ASSIGNMENT

The Licensee must not assign its rights or obligations under this agreement without the prior written consent of the Licensor, which consent may be given or withheld, or given on conditions, in the absolute discretion of the Licensor. The Licensor may assign any rights or obligations without prior written consent of the Licensee.

14. TIME

The parties hereto agree that time shall in all respects be of the essence in regards this agreement.

15. NOTICES

A communication required by this agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending, or
- (d) Sent by email to their email address, when it will be treated as received on that day.

16. WAIVER OR VARIATION

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
 - (i) Its future exercise; or
 - (ii) The exercise of any other power or right; or
 - (iii) The variation or waiver of a provision of this agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

17. COUNTERPART

This agreement may be executed in any number of counterparts each of which will be an original, but counterparts together will constitute one and the same instrument, and the date of the deed will be the date on which it is executed by the last party.

18. SEVERENCE

If any provision of this agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

19. COSTS

- (a) Each party will pay its own costs, inclusive of legal costs and disbursements, of and incidental to this Agreement.
- (b) The Licensee will bear all stamp duties and governmental charges arising, or incidental to this agreement, and keep indemnified the licensor in respect of that liability.
- (c) The Licensee will bear all GST payable in respect of any supply under this agreement upon receipt of tax invoice issued by the licensor.

20. JURISDICTION

This Agreement is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

21. SURVIVAL

The following clauses survive expiration or termination of this Agreement: 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 18, 20, 21 and 22.

22. ENTIRE UNDERSTANDING

This agreement is the entire understanding of the parties with respect to its subject matter and supersedes any prior arrangement or understanding between the parties.

23. VARIATION

This Agreement may not be varied during the Term except in writing signed by all the parties. Where this Agreement is in a holding over period under clause 8(a), the Licensor may vary this Agreement (including the Licence Fees) at any time during a holding over period by giving the Licensee at least 30 days' notice in writing of any variation. However note that unless agreed otherwise, access to all Materials under a Single User Licence will automatically expire within 12 months of first access.