

Origins Software & Data Licence

THIS AGREEMENT is made on the day of 2008.

Between

MD&A Pty Ltd, trading as OriginsInfo
of xxxxx,
xxxxx
Australia ("MD&A")
ABN 47 115 584 104

and

IT IS AGREED BETWEEN THE PARTIES

Introduction

MD&A has agreed to deliver to the Client and facilitate installation of the Licensed Product on the Client's designated computer equipment.

It is agreed

1. Grant of Licence

- 1.1 MD&A grants to the Client a non-exclusive and non-transferable licence to use the Licensed Product for the Term set out in Item 9 of the Specification Schedule.
- 1.2 The Client will pay the licence fee set out in Item 2 of the Specification Schedule, plus Goods and Services Tax ("GST").
- 1.3 The Client and its related bodies corporate must use the Licensed Product for its own purposes only and not for the purposes or benefit of a third party.
- 1.4 The Client shall have no right of access to or use of the source code relating to The Licensed Product.

2. Use Restrictions

- 2.1 The Client may only use the Licensed Product in accordance with Item 6 of the Specification Schedule.
- 2.2 The Client shall use the Licensed Product at the Designated Location detailed in Item 8 of the Specification Schedule unless MD&A consents in writing to the use of the Licensed Product at an alternative location.
- 2.3 The Client acknowledges and agrees:
 - (1) to avoid reference in any communication with customers, clients, prospects or employees that implies factual certainty about the ethnicity, language, or religion of the recipient of that communication.
 - (2) that all communications with customers, clients, prospects or employees resulting from the use of the Licensed Product will comply with current legislation including the *Racial Discrimination Act 1975 (Cth)*, *Human Rights and Equal Opportunity Commission Act 1986 (Cth)*, *Privacy Act 1988 (Cth)*, *Privacy Amendment (Private Sector) Act 2000 (Cth)* and other relevant Commonwealth, State, and Territory-based laws relating to anti-discrimination and the promotion of equal opportunity.

- (3) that it will advise MD&A of any intention to publish research using data outcomes from the Licensed Product. If this is the Client's intent, MD&A will have editorial control and ultimate right of veto over all communications to third parties. Any use of the Licensed Product for media purposes should, in the first instance, be referred to MD&A.
- (4) MD&A reserves the right to cancel or withhold access to the Licensed Product if it has reason to believe that the provisions of Clause 2 of this Agreement have been, or are likely to be, breached. If MD&A cancels or withholds access to the Licensed Product pursuant to this Clause 2.3 (4) it shall pro-rata refund to the Client, the fees paid for the Licensed Product for the cancelled or withheld portion of the Term.

3. Delivery and Installation

- 3.1 MD&A shall use its reasonable endeavours to deliver the Licensed Product to the Designated Location within five business days of the date of this Agreement.
- 3.2 The Client shall take responsibility for the installation of the Licensed Product.

4. Copy Restrictions

- 4.1 The Licensed Product may be installed on the number of computers specified in Item 3a of the Specification Schedule.
- 4.2 The Licensed Product may only be installed on computers at the Designated Location.
- 4.3 For backup purposes, the Client may create and retain one offline copy of the Licensed Product on an external storage resource such as a compact disc.
- 4.4 The Client shall maintain records of the backup copy of the Licensed Product, including the place at which that copy is stored. The Client shall provide those records for inspection by MD&A promptly upon request.
- 4.5 The Client may create multiple copies of the Licensed Documentation.

5. Updates

- 5.1 MD&A shall deliver to the Designated Location any new release of the Licensed Product within 10 working days of its availability within the market. Any new release will be delivered free of charge.

6. Additional Services, Software Support and Maintenance

- 6.1 MD&A will provide, free of charge, Additional Services as indicated in Item 5 of the Specification Schedule.
- 6.2 Additional fees as specified in Item 7 of the Specification Schedule will apply for services that are beyond the scope of this Agreement. Such fees will be subject to a separate agreement and will require a separate purchase order.

7. Intellectual Property

- 7.1 The Client acquires no ownership of the intellectual property associated with Origins Software or the Origins CEL codes produced by the software or any derivations or translations from the Origins CEL codes.
- 7.2 The Client agrees not to reverse engineer, decompile or disassemble the Licensed Product.
- 7.3 All data input into the software by the Client remains the property of the Client.

8. Exclusion of Liability

- 8.1 MD&A shall not be liable to remedy any defect in the Licensed Product if:
 - (1) the defect is the result of use of the Licensed Product in combination with equipment, programs or services which are not described in the Licensed Documentation; or,
 - (2) the defect is the result of the failure of the Client to meet its obligations under this Agreement.

9. Warranty

- 9.1 MD&A warrants that
 - (1) the Licensed Product will conform to the published specifications described in the Licensed Documentation (Item 4 of the Specification Schedule) and
 - (2) MD&A will diligently perform any services in a workmanlike and professional manner.
- 9.2 If the Client notifies MD&A during the warranty period that the Licensed Product does not satisfy the published specifications as referenced in clause 9.1 (1) of this Agreement, then MD&A may elect to either refund the Licence Fee, or replace the Licensed Product. To the extent permitted by law, this is the Client's exclusive remedy for the failure of the Licensed Product to meet this warranty.
- 9.3 Warranty Disclaimer. MD&A undertakes to make best endeavours to ensure that the software is fully functional and that the information provided is accurate. However, MD&A does not warrant that all Licensed Product errors will be corrected and, to the extent permitted by law, MD&A does not provide warranties of satisfactory quality, accuracy, reliability, or fitness for a particular purpose.
- 9.4 This warranty does not apply if any defect is the result of alterations or modifications by the Client to the Licensed Product not authorised in writing by MD&A.
- 9.5 MD&A warrants that it has the absolute right to sell the licence in the Licensed Product and agrees to indemnify, defend and hold the Client harmless from any claim of breach of intellectual property rights, including patent, copyright, trade secret, trademark and other proprietary rights asserted against the Client by virtue of the Client's use of the Licensed Product

10. Termination

- 10.1 The Agreement is valid for the Term as set out in Item 9 of the Specification Schedule and will automatically renew unless the Client otherwise notifies MD&A in writing at least sixty days prior to the expiry of the Agreement.
- 10.2 On termination of this Agreement, the Client will delete from all computers and external storage devices or media the following:

- Origins Software
- Origins CEL codes
- Any direct translations of, or indirect derivations from, the Origins CEL codes
- All backup copies of associated software and data containing the intellectual property of MD&A.

11. Assignment

11.1 Either party may re-assign the benefit and responsibilities of this Agreement subject to the agreement of the other party in writing.

12. Definitions

12.1 Unless the subject matter or context requires otherwise, in this Agreement including the Specification Schedule the following words and expressions shall have the meanings assigned as follows:

CEL codes are Cultural, Ethic and Linguistic codes (comprising CEL Types and CEL Groups) derived from a classification of personal names and developed by OriginsInfo Limited.

Designated Location means the Location specified in Item 8 of the Specification Schedule.

Date of the Agreement means the date specified in Item 1 of the Specification Schedule.

Licence Fee is as set out in Item 2 of the Specification Schedule.

Licensed Documentation is defined in Item 4 of the Specification Schedule.

Licensed Product is defined in Item 3 of the Specification Schedule.

Maintenance means such support as is reasonably necessary to ensure that the Licensed Product is actively deployed and substantially free of defects and errors. It comprises:-

- (a) Telephone advice; and
- (b) Error and defect correction by whatever means considered appropriate by MD&A.

New Release means a working upgrade, modification and/or enhancement of or to the Licensed Product that has been released by MD&A for general use.

OriginsInfo Limited means the company responsible for the development of the Origins Software and the Origins CEL codes.

Origins Software means the software tool developed by OriginsInfo Limited and designed to allocate Origins CEL codes to lists of personal names.

Specification Schedule means the Schedule attached to and forming part of this Agreement.

Term means the length of time specified in Item 9 of the Specification Schedule commencing on the Date of the Agreement.

EXECUTED as an Agreement

Michael Dove
Principal Consultant
MD&A Pty Ltd

XXXX
XXXX
XXXX

Date

Date

Witness

Witness

ORIGINS SOFTWARE & DATA LICENCE SPECIFICATION SCHEDULE

Item 1 (Date of Agreement):	
Item 2 (Licence Fee - ex GST):	\$, plus GST, per year
Item 3a (Licensed Product):	Origins SOFTWARE , for installation and access by up to two users Microsoft Excel profiling spreadsheet with Macros
Item 3b (Licensed Product):	Origins DATA comprising: <ul style="list-style-type: none">➤ Origins CEL Type➤ Origins CEL Group➤ Confidence Score
Item 4 (Licensed Documentation):	1 x Origins Manual
Item 5 (Additional Services):	1 x one-hour on-site training session Unlimited telephone technical support (business days between 9am and 5pm) One application support workshops / meetings at client premises
Item 6 (Licensed Use):	Coding, analysis and segmentation of personal and family names using Origins CEL codes on The Client's lists of customers or prospects. Origins CEL codes may be made available across The Client organisation during the Term.
Item 7 (Additional Fees):	Training Days (\$500 per half-day) Consulting (\$1500 per day – minimum of four hours)
Item 8 (Designated Location):	
Item 9 (Term):	2 Years from the date of this agreement
Item 10 (Supplier Contact Details):	OriginsInfo xxxxx xxxxx Attention: Michael Dove Phone No. xxxxx eMail michael@originsinfo.com.au
Item 11 (Client Contact Details):	Attention: Phone No. eMail