

SMARTCAP TECHNOLOGY LICENCE

1. GRANT OF LICENCE

On payment of the Licence Fee, SmartCap grants to the Customer ("You"), a non-exclusive and non-transferable licence, to install, and use the SmartCap Technology in the normal course of Your business at the site specified for the Licence Period.

By using the supplied SmartCap Products, or installing the SmartCap Software at Your site, You acknowledge and agree that You may only use the SmartCap Technology whilst in possession of a valid Licence in respect of each item of SmartCap Products listed.

You assume full responsibility for Your employees', independent contractors', subcontractors', agents' and consultants' use of the SmartCap Technology.

You understand and agree that this Licence is not as a sale of any rights in the underlying SmartCap Technology, confidential information, trade secrets or improvements or enhancements thereof.

Provided You have paid Your Licence Fees (or Subscription Fees if this is applicable), and Your Technology Licence is valid and current:

- You will receive all commercially available updates and new releases for the listed SmartCap Products at no extra charge for the full duration of the Licence Period; and
- Your Licence will automatically renew on the same terms and conditions on the conclusion of the Licence Period.

2. PERMITTED USES

You must only use the SmartCap Technology in the regular course of Your business, within their normal capacity, without abuse and in accordance with any written manuals or reasonable directions given to You by SmartCap.

3. WHAT YOU MUST NOT DO

You must not use the SmartCap Technology for any purpose other than that purpose which was agreed between SmartCap and the Customer in the Purchase Contract, as part of the Your overall fatigue management risk protocols and in the normal course of Your business.

To the maximum extent permitted under applicable law, You must not (without the prior written consent of SmartCap):

- sell, rent, encumber, transfer, lease, lend, sub licence, assign, provide or otherwise make available the SmartCap Technology to any third party other than Your own agents or contractors. For the avoidance of doubt, You may provide the licenced SmartCap Software and Products to Your employees, independent contractors, subcontractors, agents and consultants for their use, all of which will be considered permitted uses under clause 2 of this Licence;
- use the SmartCap Software to create any computer software application or database for resale or external distribution;
- reverse assemble, reverse compile or otherwise reverse engineer or attempt to reconstruct or discover source code, the structure, sequence or organisation of source code, underlying ideas, programming of interpretability interfaces of the SmartCap Software or of any files contained in or generated using the SmartCap Software by any means whatsoever;
- remove any product identification, copyright or other notices contained in or on the SmartCap Software;
- make any copy of the SmartCap Software for any purpose whatsoever (other than for back-up and disaster recovery); or

- modify, incorporate into or with other software or create a derivative work of the SmartCap Software or transform the SmartCap Software or any portion thereof except as expressly granted herein.

4. BREACH OF LICENCE

Where You breach any term of this Licence, and fail to remedy that default within thirty (30) days of SmartCap notifying You about the existence of that breach and requesting that it be remedied, SmartCap may terminate this Licence or any part of it with effect from a specified date.

5. CONSEQUENCES OF TERMINATION

On termination of this Licence, whether it is for breach of Licence or expiry of the Licence Period or otherwise, You must:

- discontinue all use of the SmartCap Technology;
- remove the SmartCap Software from Your computers and return all manuals and proprietary operating procedures; and
- take any other action SmartCap may reasonably require to protect its interests in the SmartCap Technology.

You agree, that provided that SmartCap has exercised its termination rights reasonably and in good faith, it shall have no liability to You (whether in negligence or otherwise) for any loss or damage suffered or incurred by You as a result of the termination.

6. APPLICABLE LAW

This Licence shall be governed by and construed in accordance with the laws of Queensland, Australia.

SmartCap Technology means the combination of the SmartCap Products, SmartCap Software, SmartCap system of use, research, know-how, operating systems, algorithms, updates, new releases enhancements and any intellectual property rights embodied therein developed, owned and marketed by SmartCap.