

I. Definitions

In this Agreement:

Authorised Distributor means [insert legal name and address] or such other RMS approved distributor from time to time;

Intellectual Property includes copyright and trade secrets;

includes and **including** are not intended to limit the words to the examples referred to;

Purchase Order means Your written purchase order to RMS's Authorised Distributor (as agent for RMS) for the supply of Software;

RMS means Roads and Maritime Services (ABN 76 236 371 088) of 101 Miller St North Sydney Australia;

Software means:

- (a) the executable version of the RMS software known as SCATS and any associated software as described in the Purchase Order and any related documentation, together with any upgrades and new releases as may be issued from time to time by RMS to You (in RMS's absolute discretion) subject to You having a current maintenance contract with Your Authorised Distributor ("**SCATS Software**"); and
- (b) the executable version of the RMS software known as TRAFF made available as embedded software in each item of hardware supplied to You by the Authorised Distributor and any related documentation, together with any upgrades and new releases as may be issued from time to time by RMS to You (in RMS's absolute discretion) subject to You having a current maintenance contract with Your Authorised Distributor ("**TRAFF Software**"); and

You and **Your** means [INSERT LEGAL NAME AND ADDRESS OF THE LICENSEE].

2. Licence

- 2.1 Subject to the terms of this agreement, RMS grants You a non exclusive, non-transferable licence:
 - (a) to use the SCATS Software on equipment controlled by You for the purpose of traffic control; and
 - (b) to use the TRAFF Software on equipment supplied by the Authorised Distributor for

the purpose of traffic control ("**TRAFF Licence**"),
(together, the "**Licence**").

- 2.2 RMS retains all ownership and Intellectual Property rights in the Software.
- 2.3 The SCATS Software controls no more than the number of traffic intersections specified in the Purchase Order (but You can increase the number of intersections that You use the SCATS Software for if You pay the Authorised Distributor the required additional fees and obtain RMS's approval to the increase).
- 2.4 The TRAFF Licence applies to all TRAFF Software installed or embedded in any equipment supplied by the Authorised Distributor to You during the term of this agreement.
- 2.5 The Software is enabled by software authorisation keys and a hardware dongle protection device issued by RMS.
- 2.6 You must notify RMS if you change your Authorised Distributor and provide RMS with details of any new Authorised Distributor of the Software.

3. Use rights

You must not do or try to do any of the following and You must not allow anyone else to do or try to do any of the following:

- (a) sub-license, assign, share, sell, rent, lease or otherwise transfer Your right to use the Software; or
- (b) copy, modify, translate, decompile, disassemble, tamper with, or reverse engineer any part of the Software; or
- (c) use the Software to develop other software; or
- (d) combine or incorporate the Software with other software; or
- (e) alter, remove or obscure any copyright or other Intellectual Property notifications applied to the Software.

4. Confidentiality

- 4.1 You must not disclose the Software to any other person (except Your employees who need to know, provided that such employees are directed to keep such information confidential).

- 4.2 If You have disclosed the Software to any person (including an employee) and You become aware that that person may breach confidentiality then You must immediately notify RMS.

5. Limitation of liability and indemnity

- 5.1 Subject to clause 5.3, RMS excludes all liability for indirect, special and consequential loss arising from or in relation to this Licence or the Software (including loss of revenue, profits, bargain or goodwill).
- 5.2 Subject to clauses 5.1 and 5.3, RMS's total liability in aggregate under this Licence is limited to the total amount You paid for the Software to the Authorised Distributor.
- 5.3 Nothing in this Licence operates to limit or exclude liability that cannot by law be limited or excluded. RMS's liability under any obligation implied by law in this Licence is limited, at the RMS's option, to resupplying the Software or paying for the resupply of the Software.
- 5.4 You indemnify RMS, its agents and contractors against all expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against RMS) suffered or incurred by RMS in respect of Your breach of this Licence or Your use of the Software, whether negligent or otherwise.

6. Termination

- 6.1 RMS can terminate this agreement if You breach a provision of this Licence and have not remedied that breach within 7 days after receipt of a notice from RMS or its Authorised Distributor requiring You to rectify such breach.
- 6.2 On termination of the Licence, You must immediately:
- stop using Software;
 - return to RMS all copies of the Software and any dongle;
 - ensure all copies of the Software are deleted or permanently removed from any form of storage; and
 - return to RMS all other confidential information of RMS in material form.

7. Governing law and jurisdiction

This Licence is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

NOTE By executing this agreement the signatory warrants it has the necessary power and authority under the law of the specified country to enter into and perform its obligations under this SCATS and TRAFF Software End-User Licence Agreement.

Signed by or on behalf of You **#insert details #**
in **#insert country#**,
on the _____ day of _____ 201

x _____
Your Authorised Signatory

Print Name of Person Signing

Print Position/Title/Role of Person Signing

City

Country

Print Your legal status & details of any Statute under which You are incorporated

in the presence of **[name]**
[a public notary] [an Australian consular official]
of **[address]**

who is performing official functions in **#insert country#**,

X _____
Signature of Witness

Print name of Witness

[A public notary] [Australian consular official]

Signed by

#Distributor's name#

as agent

for RMS on the day of

200

X _____

Signature

Print Name

Print Position/Title/Role

X _____

Signature of Witness

Print name of Witness