



SMART Comparitor (RBN: 67 623 637 167) (ABN: 67 623 637 167)
SOFTWARE LICENCE AGREEMENT

1. Scope of Agreement:

- 1.1 Subject to the terms and conditions of this Agreement, **SMART Comparitor** (the Supplier) agrees to supply and to grant to the Customer a non-transferable and non-exclusive licence to use the Licensed Program(s) listed in the attached "Schedule of Software Programs and Fees" for the Authorised Purposes.
- 1.2 The Supplier agrees to make Data available to the Customer to enable the Customer to utilise the Licensed Program/s licensed by the Customer under this Agreement
- 1.3 Support for the Licensed Program(s) will be provided by the Supplier in accordance with the attached Schedule 2 "**SMART Comparitor** Support".
- 1.4 Support for Data will be provided by **SMART Comparitor** in accordance with the attached Schedule 3 - "**SMART Comparitor** Support".
- 2.2.1 This Agreement commences on the Commencement Date (which will be deemed as the day **SMART Comparitor** dispatches all software and soft-copies of the manuals).

The Agreement will continue until lawfully terminated by either party or by operation of law.

2. Authorised Purposes:

- 2.1 The Customer may use the Licensed Programs solely for the purpose of assessing the Data contained in or supplied in conjunction with the Licensed Programs (the "Authorised Purpose").
- 2.2.1 Data, for the purposes of this Agreement, excludes ratings and premium quotations and includes product representation provided
To: **X** _____
By: **SMART Comparitor**.
- 2.3 The Customer acknowledges that it is expressly **NOT PERMITTED** to use the Licensed Programs for the purposes of promotion and/or marketing of insurance products either directly or indirectly.
- 2.4 The Customer acknowledges that it is expressly **NOT PERMITTED** to use the name and reputation of the Supplier of **SMART Comparitor** in any manner whatsoever without first seeking the prior written consent of the relevant party (such consent may be withheld without reasons being given).

Clients Signature. X _____



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3. Authorised Users:

- 3.1 The Customer acknowledges that the Licensed Programs must only be used for the Authorised Purposes by persons employed or contracted by the Customer in the capacity of product management, product development or research management or development, as nominated in Schedule 4.
- 3.2 Subject to clause 3.3, the Customer will notify the Supplier in writing in the event that it wishes to add or remove an Authorised User to or from Schedule 4. Upon such notification, Schedule 4 will be deemed to be amended accordingly.
- 3.3 The Customer must verify that any additional Authorised User is employed or contracted by the Customer in a capacity as set out in clause 3.1.
- 3.4 Notices under this clause 3 must be sent "Attention: **SMART Comparitor** Support Services Department".

4. Licence Fee:

- 4.1 The Customer will pay the Supplier the Licence Fee, in advance, in accordance with the attached "Schedule of Software Programs and Fees" (Schedule 1).
- 4.2 The Supplier may increase the Licence Fee from time to time with a minimum of 3 months notice in writing to the Customer, except that no such notice will be given prior to twelve months after the Commencement Date.
- 4.3 If the Customer fails to pay, the outstanding debt will be handed to a Debt Collection firm for the recovery of monies owing. Any extra costs incurred in recovering the monies owing, will be at the Customer's expense. Once handed over to the Debt Collection Firm, the matter will be out of our hands entirely.

5. Copying:

- 5.1 Subject to this clause, the Customer may not copy or reproduce the Licensed Programs in any form or by any means without the Supplier's prior written consent.
- 5.2 The Customer may, make one copy of each Licensed Program per Site for the purpose of backup.
- 5.3 The Customer is not permitted to copy the user documentation provided by the Supplier, except for their own usage.

6. Reverse Engineering:

- 6.1 The Customer will not modify, reverse assemble, reverse compile, or directly or indirectly allow or cause a third party to modify, reverse assemble or reverse compile the whole or any part of the Licensed Program(s).

Clients Signature. X _____



7. Intellectual Property Rights:

- 7.1 Copyright and all other intellectual property rights in the Licensed Program(s) and Data remain the exclusive property of the Supplier.
- 7.2 The Customer will not infringe the copyright or other intellectual property rights owned by the Supplier in the Licensed Program and/or Data, or permit or allow any infringement of those rights. In exercising its rights under this Licence, the Customer will use reasonable effort to safeguard the copyright and other intellectual property rights of the Supplier, and will take all steps reasonably required by the Supplier to assist in safeguarding the Supplier's copyright and other intellectual property rights.

8. Warranties:

- 8.1 The Supplier makes no representations, warranties or conditions of any kind, whether expressed or implied, with respect to the Licensed Program, or its suitability or fitness for a particular purpose, other than as expressly stated in this Licence or implied by law.
- 8.2 The Supplier warrants that the Licensed Programs will perform the function described in the user documentation provided within the Licensed Program. The Customer notes that documentation will be updated for all minor modifications.
- 8.3 While the Supplier exercises due care in the supply of Data, the supplier does not warrant the quality, accuracy or usefulness of the Data.
- 8.4 To the extent permitted by law, the Supplier's liability under this Agreement shall be limited to the replacement of the Licensed Program or repair of any defects which 'substantially impair the ability of the Licensed Programs to perform the function as warranted in Clause 8.2

9. Indemnities:

- 9.1 The Supplier will not be liable in respect of any costs or losses which the Customer or any third person may incur as a result of the use by the Customer of the Licensed Program(s) and/or the Data provided under this Agreement. The Customer indemnifies the Supplier in respect of all costs or losses the Supplier may incur in defending any action which may be brought against it by any person in respect of the use by the Customer of the Licensed Program(s) and/or Data provided under this Agreement.

Clients Signature. X _____



10. Termination:

- 10.1 The Customer acknowledges that the Supplier has agreed to enter into this Agreement on the basis of the Customer's agreement to restrict use of the Licensed Programs to the Authorised Purposes and for the use by the Authorised Users only. The Customer agrees that clauses 2 and 3 are fundamental to this Agreement, and any breach of these conditions entitles the Supplier to terminate this Agreement and to seek legal redress against the Customer.
- 10.2 The Agreement may be terminated by the customer by 3 months' written notice, or the expiry date of initially agreed subscription period, whichever is the greater, to the Supplier or by the Supplier by 6 months' written notice to the Customer except that such notice may not be given less than twelve months after the date that this Agreement is signed by the Customer; and
- 10.3 The Agreement may be terminated by the Supplier if a Customer has an outstanding debt of over 30 days from the date of the initial issuing of any bill.
- 10.4 Upon termination of this Agreement, the Customer will return or destroy the Licensed Program, as directed by the Supplier.

11. Assignment:

- 11.1 The Customer may only sub-license the whole of the Licensed Program with the prior written consent of the Supplier (which is not to be unreasonably withheld), on terms approved in advance by the Supplier.

12. Entire Agreement:

- 12.1 This Agreement constitutes the entire agreement between the parties in relation to the Licensed Program. Each party agrees that any prior arrangements, agreements, representations or undertakings made by the other party which are not expressed in this Agreement and which are inconsistent with this Agreement have been made without authority and are not enforceable against the party or its employee, agent or independent contractor making them. This Agreement may not be varied, except by writing signed by each party.

13. Governing Law:

- 13.1 This Agreement will be governed by and construed according to the law of New South Wales.

Clients Signature. X



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SCHEDULE OF SOFTWARE PROGRAMS AND FEES – SCHEDULE ONE (1)

Licensed Programs	Standard Pricing per User per Annum or Month (Including GST)	Number of Users	Total Payment Amount Per Annum (Including GST)
SMART Comparitor – containing: <ol style="list-style-type: none"> 1. Income Protection Comparisons 2. Term Life Insurance Comparisons 3. Trauma Insurance Comparison 4. Client Data Base including: Fact Finder Client Cover Requirements 5. Charts 6. Reports (SOA) 7. 29 Day Rule Plus 8. Archives (old policies) 			
Additional Users: <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. 9. 			\$ \$ \$ \$ \$ \$ \$ \$ \$
Total License fee Owing			\$

Client's Signature. **X** _____



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* All Payments are to be made in advance.

* A minimum initial payment equal to three months Fees is required. For monthly direct debits, these will commence three months after the initial payment.

* **SMART Comparitor** reserves the right to review its fees on an annual basis. The minimum increase **SMART Comparitor** may charge will be 4% p.a. or the CPI rate, whichever is the greater.

SUPPORT - SCHEDULE TWO

1. New Releases

SMART Comparitor may provide maintenance releases from time to time which provide repairs to program defects and/or enhancements to additional function. Such releases will be made available to the Customer at no additional charge.

2. Installation Assistance

Telephone installation assistance will be provided on request for no additional charge.

3. Training Assistance

Telephone training is free.

On-site training assistance is based on the Customer providing suitable premises and computer equipment for trainees. Travel and accommodation costs may be charged as incurred.

4. Telephone support

SMART Comparitor Support Services Department and Technical Support Group provide telephone, email and facsimile support services to **SMART Comparitor** Customers for all Licensed Programs:

Support Services Department & Technical Support

Phone: 02 9701 0027

Fax: 02 9701 0028

Normal Support Hours are 9.00am to 5.00pm AEST.

Telephone queries resulting from problems, which are not related to **SMART Comparitor** Licensed Programs, may result in a service charge of \$75.00 per call.

5. On-Site Support

In exceptional circumstances, **SMART Comparitor** will provide on-site support services to **SMART Comparitor** Customers. In all such circumstances, **SMART Comparitor** may recover actual expenses incurred.

Clients Signature. X _____



5.1 Support for problems not directly attributable to, SMART Comparitor Licensed Programs:

In cases where **SMART Comparitor** provides support or assistance to the Customer to identify or resolve problems which are found not to be directly attributable to the **SMART Comparitor** Licensed Programs, **SMART Comparitor** may, at its discretion, charge the Customer for such support or assistance at the standard programming rate of \$150.00 per hour or part thereof, and may recover actual expenses incurred.

5.2 Technology Validation Support:

If requested in writing by the Customer, **SMART Comparitor** will test hardware-related software such as printer drivers, for compatibility with the **SMART Comparitor** Licenced Programs where such hardware is necessary to the correct operation of the Licensed Programs in the Customer environment. **SMART Comparitor** will perform this service, at the standard support rate of \$150.00 per hour or part thereof and may recover actual expenses incurred.

6. Data Support:

SMART Comparitor will not be responsible for the support or quality of Data given by any third party.

7. Manuals:

SMART Comparitor provides a full set of soft-copy manuals with each program. This is supplied on the initial installation CD, or can be downloaded from www.smartcomparator.com.au. If hard-copy manuals are required, they will be supplied at a rate of \$20.00 per manual for black and white, or, \$80.00 for colour.

8. Replacement of Licences or CD's:

SMART Comparitor will replace licence CD's upon request, at a rate of \$50.00 per licence per CD.

9. Networked Sites:

SMART Comparitor does not recommends their services for installation on networked sites, where the data base is stored on a central server, although it will work, but license fees will be charged for each and every user. The costs to assist, are based on our standard support rate, currently at \$150.00 per hour, plus travel and accommodation costs. Alternatively, over the telephone for no cost.

Customers Name: _____

Signature of Authorised Customer Officer: _____

SMART Comparitor Authorised Signature: _____

Commencement Date: _____

Customer Address: _____

