

Recruitment Systems Perpetual Licence Agreement

This Agreement will be known as the Recruitment Systems Perpetual Licence Agreement.

IMPORTANT INFORMATION FOR THE LICENSEE.

PLEASE NOTE that by using the Licensed Materials, the Licensee agrees to and accepts all the terms and conditions of this Licence Agreement as modified from time to time.

RSPL reserves the right, at its absolute and sole discretion, to amend, update or revise the Licence Agreement at any time without notice to the Licensee. Continued use of the Licensed Materials constitutes an acceptance of all modifications.

PARTIES

The Principal:

Recruitment Systems Pty. Limited ABN 21 097 140 746, whose principal place of business is at 39 Brisbane Ave Barton ACT 2600

and the Licensee.

1. GRANT OF LICENCE

1.1. Subject to the terms of this Agreement and in consideration of the payment to RSPL by the Licensee of the Licence Fee and Annual Support fees, RSPL grants to the Licensee a non-exclusive and non-transferable Licence to use the Licensed Materials, during the Licence Period.

1.2. The Licensee will be responsible at its own expense for complying with all applicable laws and regulations.

2. DELIVERY AND INSTALLATION

2.1. The Licensee is responsible for ensuring that the Equipment is installed and fully operational at the Location prior to the scheduled date for delivery of the Software.

2.2. Unless otherwise agreed, RSPL is responsible for the installation of the Software on the Equipment in accordance with RSPL's installation guide.

2.3. RSPL will use reasonable endeavours to achieve delivery and installation by any specified or requested date but each such date is to be treated as an estimate only and time shall not be of the essence.

2.4. Where payment of any part of the Licence Fee or other Charges is to be made before delivery or installation of the Software, RSPL may withhold delivery or installation until such payments have been received.

2.5. Risk in the Media will pass to the Licensee on delivery to the Licensee.

3. ACCEPTANCE

3.1. Where RSPL installs the Software, Acceptance of the Software will take place upon the date of successful completion of tests to verify the Software correctly processes data and achieves the expected results in accordance with criteria as prepared, conducted and determined by RSPL.

3.2. Where RSPL has not been requested to install the Software, acceptance of the Software will be deemed to take place on delivery of the Software and the Documentation to the Location.

3.3. If the Licensee uses the Software before Acceptance under this clause, except for testing purposes, the Software will be deemed to have been accepted on the date of first use.

4. PERMITTED USE

4.1. Each installation of the Software requires a unique key code to be released by RSPL in order to enable the full Use of the Software on the Equipment.

4.2. If any of the Equipment becomes inoperable then the Licence is deemed to apply to the Use of the Software on other equipment of the same type which is under the Licensee's direct control, without any additional payment to RSPL but at the Licensee's risk and expense.

4.3. The Licensee may use the Licensed Materials for processing its own data for its own internal business

purposes only. The Licensee shall not use or attempt to use the Licensed Materials or any of the Software's output or permits any third party:

4.3.1. to provide a data processing service to any third party by way of trade or otherwise;

4.3.2. in a way which is contrary to any other restrictions as referred to in this Agreement.

4.4. The Licensee is permitted to observe study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of the Software while using the Software in accordance with this Licence.

4.5. The Licensee shall not translate or adapt the Licensed Materials for any purpose nor arrange or create derivative works based on the Software without RSPL's express written consent in each case.

4.6. The Licensee shall not transfer or distribute whether by licence, loan, rental, sale or otherwise all or any part of the Licensed Materials to any other person.

4.7. The Licensee shall not make enhancements to the Software for any purpose, including (without limitation) for error correction, any alterations, modifications or additions or enhancements to the Software except as specifically described in the Documentation, nor permit the whole or any part of the Software to be combined with or become incorporated in any other program, except to the extent permitted by Clause 4.9, without RSPL's prior written consent.

4.8. The Licensee shall not, nor permit others to, decompile reverse-engineer, disassemble the Software or any part, or attempt to discover or bypass the licence code or to generate alternative licence code to enable the Use of the Software.

4.9. Except with consent given under Clause 5.2, a separate Licence is required for the use of each copy of the Software on equipment other than the Equipment, including use on any disaster recovery equipment.

4.10. RSPL may attend the Location during Business Hours to inspect the Equipment or replacement equipment referred to in clause 4.2 to determine if the Software is being used in accordance with the Licensee's obligations.

5. EXTENT OF PERMITTED REPRODUCTION

5.1. The Licensee is permitted to make a back-up copy of the Software in so far as the making of that copy is necessary for the use of the Software permitted by the Licence. Such copy will be the property of RSPL.

5.2. The Licensee shall not make or permit others to make any copies of the Documentation without RSPL's prior written consent.

5.3. The Licensee shall effect and maintain adequate security measures to safeguard the Licensed Materials from unauthorised access use or copying.

6. SUPPORT SERVICES

6.1. Subject to the receipt of the Support Charges payable for the applicable Support Period, RSPL will provide and the Licensee will accept the Support Services for the Software during the Support Period specified in Clause 6.5 but subject to earlier termination as provided by this Agreement.

6.2. RSPL's obligation to provide the Support Services is dependent on the continued permitted Use by the Licensee of the Software, and if the Licence is terminated for any reason RSPL's obligation to provide the Support Services will cease automatically on the occurrence of such event.

6.3. Any corrected or modified versions of the Software or Documentation or Release of the Software supplied to the Licensee pursuant to the Support Services will be deemed to form part of the Licensed Materials and to be subject to this Agreement.

6.4. The Support Period will run for 12 months from the date of receipt of payment of the Support Charges in any year or as otherwise provided in the Schedule.

6.5. The Support Services will include RSPL's reasonable efforts to correct any errors in the Software notified to it by the Licensee which prevent the Software functioning in accordance with the user guide included in the Documentation. RSPL cannot guarantee that corrections will be provided within any specific time frames.

6.5.1. All reported issues are to be assigned one of the following priorities by the Licensee:

6.5.1.1. Critical – problem or incident is causing a complete and immediate work stoppage with (i) serious and/or measurable business implications; or (ii) effects on a broad group of employees.

6.5.1.2. High - problem or incident is causing impaired or delayed work on a business process for (i) a group of employees; or (ii) an individual with measurable business implications

6.5.1.3. Normal - problem or incident is not precluding a group of employees or an individual from conducting time-sensitive work. There are no

immediate and/or measurable business implications.

6.5.1.4. Low - problem or incident is not precluding a group of employees or an individual from conducting work. There are no immediate and/or measurable business implications.

6.5.2. RSPL reserves the right to modify the assigned priority as it considers appropriate.

6.5.3. RSPL will respond by acknowledging receipt of the reported issue and provide an action plan to the following levels of service:

6.5.3.1. Critical – response within 1 hour of receipt of Support Ticket or RSPL’s support person taking phone call.

6.5.3.2. High - initial response within one working day of receipt of Support Ticket or RSPL’s support person taking phone call.

6.5.3.3. Normal – initial response within one week of receipt of Support Ticket or RSPL’s support person taking phone call

6.5.3.4. Low - best effort as time allows within receipt of Support Ticket or RSPL’s support person taking phone call.

6.6. Support Services shall comprise the following:

6.6.1. Operation of a telephone and Online Helpdesk (Support@RecruitmentSystems.com.au) in Business Hours, for the notification of any problems arising from any aspect of the Licensee’s Equipment and/or Software and supplying corrections for any errors in the Software made known to RSPL. If required by RSPL the Licensee shall supply written notification and appropriate examples of any errors found.

6.6.2. Provision of telephone or e-mail advice on day to day enquiries in respect of understanding and operating the Software to the extent that these are not covered in the Documentation. Advice under this clause will only be given where it can be provided, in RSPL’s view, within a reasonable duration.

6.6.3. Provision of assistance on a reasonable effort basis in the event of difficulty to the extent of email, telephone or modem contact only. RSPL reserves the right to attend the Licensee’s site but such is entirely at RSPL’s discretion, and reasonable costs of attendance may be charged by RSPL.

6.6.4. Assisting the Licensee to install suitable remote access services, so that RSPL will utilise this facility to gain dial-in-access to the Licensee’s systems to collect

error logs, run diagnostics tools, configure systems, and transfer code as appropriate.

6.6.5. Supply, at RSPL’s absolute discretion new Releases of the Software incorporating modifications and extensions as far as they are necessary or include corrections to errors in the Software made known to RSPL. The Licensee shall, where directed by RSPL, be responsible for the installation of the Releases. RSPL shall not be responsible for supporting the Licensee where the Licensee has not installed the Software in accordance with the instructions given.

6.6.6. Notification to the Licensee of any new Release of the Software as and when generally available. The new Release will be supplied free of charge save for the costs of delivery and/or installation at RSPL’s then prevailing standard charge.

6.7. RSPL is not obliged to provide Support Service of any description in respect of any error or problem:

6.7.1 Resulting from any modifications to the Software by any person other than RSPL;

6.7.2. In or attributable to the Equipment or other equipment and programs use in conjunction with the Software or to any other reason external to the Software; or

6.7.3. If any previous Release of the Software being operated by the Licensee for longer than twelve months following the offer of the latest Release.

6.8. To the extent that RSPL provides the Support Services or any other service when it is not obliged to do so by this Agreement, it may charge for all costs and expenses incurred in so doing at its then standard charges prevailing for the time being in force.

7. PAYMENT TERMS

7.1. The Licensee will pay to RSPL the Licence Fee and all other Charges which fall due under this Agreement of the amounts and at the times agreed, or otherwise invoiced by RSPL from time to time. Where applicable, GST and any other taxes, duties or levies will be paid additionally by the Licensee at the then prevailing rate.

7.2. An Initial Invoice issued at the commencement of the Licence Period will be paid by the Licensee within 14 days of receipt.

7.3. Subsequent annual payments of Support Charges (equivalent to 20% of the original license purchase price) will be made by Direct Debit on the first and subsequent annual anniversary date of the Acceptance Date.

7.4. RSPL reserves the right to charge a 10% surcharge if manual intervention is required for any Direct Debit payment.

7.5. If any sum payable to RSPL under this Agreement is in arrears for more than 14 days after the due date, RSPL reserves the right without prejudice to any other right or remedy to:

7.5.1. Suspend the provision of the Support Services on 5 days' prior written notice;

7.5.2. Charge interest at the Standard Overdraft Rate; and/or

7.5.3. Terminate the Licence.

7.6. The Licensee will notify RSPL in writing within 5 business days of the receipt of an invoice if the Licensee considers that such invoice to be incorrect or to be invalid for any reason and the reasons for withholding only the disputed amount from payment, failing which the Licensee will raise no objections to any such invoice and will make full payment in accordance with it.

7.7. RSPL will have the right to vary any Licence Fee subsequent to the first quarter on giving the Licensee not less than 30 days prior written notice of such variation. Licence fees may vary on 1 July each year by 5% or the CPI, whichever is greater.

8. PROPRIETARY RIGHTS

8.1. The Licensee will not acquire any title, copyright or other proprietary rights in the Licensed Materials, including any materials provided under the Support Service or in any copies of them.

8.2. The Licensee agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Software or which is visible during its operation or which is on Media or on any Documentation. The Licensee shall incorporate such proprietary markings in any back-up copies.

8.3. The Licensee shall notify RSPL immediately if the Licensee becomes aware of any unauthorised access to, use or copying any part of the Licensed Materials by any person.

8.4. The Licensee shall permit RSPL to check the use of the Licensed Materials by the Licensee at all reasonable times. RSPL may upon reasonable notice send its representatives to any of the Licensee's premises to verify compliance with this Agreement and the Licensee irrevocably consents to RSPL's representatives entering the Location and any other of its premises for this purpose.

9. CONFIDENTIALITY

9.1. The Licensee acknowledges that the Licensed Materials contain confidential information of RSPL and/or third parties. The Licensee undertakes to treat as confidential and keep secret all information contained in or otherwise received from RSPL in connection with the Licensed Materials (collectively referred to as 'the Confidential Information' and shall not use the same for purposes other than in relation to use of the Software in accordance with the Licence.

9.2. The Licensee shall not without RSPL's prior written consent communicate or disclose any part of the Confidential Information to any person except:

9.2.1. Only to those employees and agents on a need to know basis who are directly involved in the use of the Software; or

9.2.2. The Licensee's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Licensee.

9.3. The Licensee undertakes to ensure, prior to disclosure of any Confidential Information, that all persons and bodies mentioned in Clause 9.2 are aware that the Confidential Information is confidential and that they owe a duty of confidence to RSPL. The Licensee will indemnify RSPL against any loss or damage which RSPL sustains or incurs as a result of the Licensee failing to comply with such undertaking.

9.4. Any ideas and principles determined during the course of observing, studying or testing the functions of the Software constitute Confidential Information subject to this Clause 9.

9.5. The provisions of Clause 9 will not apply to any Confidential Information which:

9.5.1. Is or becomes public knowledge other than as a result of the Licensee's conduct; or

9.5.2. Is independently developed without access to or use of the Licensed Materials.

9.6. Clause 9 will continue in force notwithstanding the termination of this Agreement for any reason.

10. IMPLEMENTATION

RSPL undertakes to provide implementation services to assist the Licensee's personnel in the installation and use of the Software as agreed.

11. WARRANTY

11.1. RSPL warrants that:

11.1.1. The Software when properly used on the Equipment will provide the facilities and functions and perform substantially as described in the Documentation; and

11.1.2. The Media on which the Software is furnished will be free from defects in materials and workmanship under normal use.

11.2. RSPL does not warrant that the operation of the Software will be uninterrupted or error-free.

11.3. RSPL's obligation and the Licensee's exclusive remedy under the warranty given in Clause 11.1, is limited either:

11.3.1. To RSPL at its own expense using all reasonable endeavours to rectify any non-conformance with the warranty by repair by using a patch, workaround, correction or otherwise within a reasonable period of time or, at RSPL's option, replacement of the Software or defective Media in whole or in part; or

11.3.2. To refund the portion of the Licence Fee paid if in RSPL's reasonable opinion it is unable to rectify such non-conformance within a reasonable timescale or at an economic cost, whereupon the Licence shall terminate.

11.4. RSPL will have no liability or obligation under the warranty given in this Clause 11 unless it has received written notice from the licensee of any non-conformance with the warranty within 30 days from the Acceptance Date.

11.5. The Licensee acknowledges that the Licensed Materials have not been prepared to meet the Licensee's individual requirements and that it is the Licensee's responsibility to ensure that the facilities and functions of the Software meet the Licensee's requirements.

11.6. RSPL will not be liable for any failure of the Software to provide any facility or function not described in the Documentation or for any failure of the Software attributable to any modification whether by alteration, deletion, addition or otherwise to the Software or the Equipment by persons other than RSPL or combination of the Software with other software or equipment without RSPL's express prior written consent.

12. LIMITATION OF LIABILITY

12.1. The Licensee acknowledges that RSPL's obligations and liabilities in respect of the Licensed Materials and the Support Services are exhaustively defined in this Agreement. The Licensee agrees that the express obligations and warranties made by RSPL in this Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise, relating to anything supplied or services provided under or in connection with this Agreement including (without limitation) as to the condition, quality, performance, merchantability or fitness for purpose of the Licensed Materials and the Support Service or any part of them.

12.2. The Licensee is responsible for the consequences of any use of the Licensed Materials. RSPL will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused whether arising under contract, tort including negligence or otherwise, including without limitation loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if RSPL has been advised of the possibility.

12.3. RSPL's total liability (whether in contract, tort, including negligence or otherwise) under or in connection with this Agreement and any other agreement with the Licensee relating to the Software or based on any claim for indemnity or contribution will not exceed 20% of the Licence Fee paid by the Licensee under this Agreement.

12.4. The Licensee agrees that except as expressly provided in Clauses 11, Clause 12 and Clause 13, RSPL will not be under any liability of any kind whatever and however caused arising directly or indirectly in connection with this Agreement. The Licensee will indemnify RSPL in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from the Licensee's possession, operation or use of the Licensed Materials or use of the Support Services except and in so far as RSPL is liable as expressly provided in this Agreement.

12.5. The Licensee acknowledges and agrees that the allocation of risk contained in Clause 12 is reflected in the Licence Fee and Support Charge and is also a recognition of the fact that the Software cannot be tested in every possible combination and it is not within RSPL's control how and for what purpose the Licensed Materials are used by the Licensee.

13. COPYRIGHT INDEMNITY

13.1. Subject to Clause 12 RSPL will indemnify the Licensee for its reasonable costs and all damages awarded under and final judgement by a court of competent jurisdiction or agreed by RSPL in final settlement to the extent that the Software as used in accordance with the Licence infringes the copyright, trademarks or trade secrets of any third party or any of the intellectual property rights (other than patents) of any third party. Provided that:

13.1.1. The Licensee makes no statement prejudicial to RSPL;

13.1.2. Such infringement is not caused by or contributed to by acts of the Licensee other than the use of the Software in accordance with the Licence;

13.1.3. RSPL is promptly notified in writing of the details of the claim;

13.1.4. RSPL has sole control of the defence of such claim and all related settlement negotiations;

13.1.5. And the Licensee gives RSPL all reasonable assistance at RSPL's expense in connection therewith.

13.2. If at any time an allegation of infringement of any third party rights is made, or if in RSPL's opinion it is likely to be made, in respect of the Licensed Materials RSPL may at their own expense

13.2.1. Obtain for the Licensee the right to continue using the Licensed Materials; or

13.2.2. Modify or replace the Licensed Materials so as to avoid infringement; or

13.2.3. If Condition 13.2.1 or Condition 13.2.2 cannot be achieved on reasonable terms, refund the Licence Fee whereupon the Licence shall terminate.

13.3. RSPL will have no liability for any infringement claim based on:

13.3.1. Use of other than the latest unaltered current release of the Software; or

13.3.2. Use or combination of the Software with equipment other than the Equipment, programs or data not supplied by RSPL; or

13.3.3. The Licensee's refusal to use modified or replacement Licensed Materials supplied or offered to be supplied pursuant to Clause 14.2.

13.4. Clause 13 states the entire liability of RSPL with respect to the infringement of any third party rights of any kind whatever by the Licensed Materials or the Support Services.

14. TERMINATION

14.1. The Licensee may terminate the Licence Period by giving three months' notice in writing to RSPL.

14.2. If the Licensee:

14.2.1. Expressly or impliedly repudiates this Agreement by refusing or threatening to refuse to comply with any of the provisions of this Agreement;

14.2.2. Fails to comply with any of the provisions of this Agreement and (in the case of a failure capable of being remedied) do not rectify such non-compliance within 14 working days of RSPL's written notice of it;

14.2.3. Convenes any meeting of creditors or passes a resolution for winding-up or suffers a petition for winding-up;

14.2.4. Has an administrator or receiver appointed over the whole or part of its assets or suffers the appointment of an administrator; or

14.2.5. Being an individual commits any act of bankruptcy or comes to any arrangements with any creditors; then and in any such case RSPL may, without prejudice to any other of its rights or remedies and without being liable to the Licensee for any loss or damage which may be occasioned, give written notice to the Licensee terminating this Agreement and accordingly the Licence and the Support Services with immediate effect.

15. POST TERMINATION

15.1. On termination of the Licence however caused, the Licensee's authorisation to use the Licensed Materials will automatically cease and the Licensee undertakes immediately to cease to Use the Licensed Materials and either return to RSPL the Software and all copies of it or, if requested by RSPL, delete, destroy or otherwise make permanently unusable the Software and all whole or partial copies of the Software within the Licensee's control or possession.

15.2. Within 7 days of the termination, the Licensee shall return to RSPL all copies of the Documentation unless notified in writing to the contrary by RSPL.

15.3. Within 30 days of the date of termination, the Licensee shall by signed declaration (if a company, by a director or other authorised company officer) certify to RSPL in writing that it has fully complied with the terms of Clause 15.1 and Clause 15.2.

15.4. Termination of the Licence, however caused, shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination,

including but not limited to payment of Licence Fee, Support Charges and professional services.

16. FORCE MAJEURE

Neither party will be liable for any delay in performing or failure to perform any of its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure will constitute a breach of this Agreement and the time for performance of the affected obligation will be extended by such period as is reasonable.

17. ASSIGNMENT

The Licence is personal to the Licensee and the Licensee may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of RSPL.

18. NOTICES

18.1. All notices which are required to be given under this Agreement will be in writing and will be sent to the address of the recipient set out on the last page of this Agreement or such other address as the recipient may designate by notice given in accordance with this Clause. Any such notice may be delivered personally, by registered post, facsimile transmission or by electronic mail and will be deemed to have been received:

18.1.1. By hand delivery - at the time of delivery;

18.1.2. By post – 3 business days within Australia or 10 business days internationally after the date of mailing; or

18.1.3. By facsimile transmission or by electronic mail - immediately upon successful transmission provided a confirmatory copy is sent by first class pre-paid post, or by hand by the end of the next business day.

19. SEVERABILITY

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

20. WAIVER

No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in

this Agreement are cumulative and not exclusive of any remedies provided by law.

21. ENTIRE AGREEMENT

21.1. This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and arrangements, written or oral. The Licensee acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of the Licensee issued in connection with this Agreement will not apply unless expressly accepted in writing by RSPL.

21.2. Except as otherwise permitted by this Agreement no change to its terms will be effective unless it is in writing and signed by persons authorised on behalf of both parties.

22. GOVERNING LAW

22.1. This Agreement shall be construed in accordance with and governed by the laws applicable in the Australian Capital Territory, Australia.

22.2. Where the Licensee has Australian nationality or is a company incorporated in Australia, but not otherwise, each party agrees to submit to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory, Australia. Where this sub-clause applies, clause 25 does not apply to the parties and any dispute between them will not be resolved by arbitration.

23. INTERPRETATION

Headings have been included for convenience only and shall not be used in construing any provision in this Agreement.

24. DEFINITIONS

In this Agreement unless inconsistent with the context or otherwise specified the following definitions will apply;

24.1. **'Acceptance Date'** means the date on which the Software is accepted or deemed to be accepted by the Licensee pursuant to Clause 3.

24.2. **'Agreement'** means these terms and conditions and the Schedule to them.

24.3 **'Business Hours'** means 8:00am to 6:00pm Australian Eastern Daylight time Monday to Friday, excepting public holidays in the Australian Capital Territory.

24.4. **'Charges'** means the Licence Fee, Support Charges and any costs and expenses incurred in the supply of additional support services of the kind referred to in clauses 6.6.3 and 6.7 or in connection with any provision of this Agreement that may be invoiced by RSPL to the Licensee which will be calculated on a time and materials basis in accordance with RSPL's then current standard rates.

24.5. **'Direct Debit'** means the process originated by RSPL through the BACS system (Banker's Automated Clearing Services) whereby the Licensee's account is automatically debited on a fixed date for annual payment of the Support Charges.

24.6. **'Documentation'** means the operating manual, user instructions and other related printed and electronic materials supplied to the Licensee by RSPL for aiding the use of the Software, including any part or copy of them.

24.7. **'Equipment'** means the computer hardware configuration necessary to satisfactorily operate the Software.

24.8. **'Initial Invoice'** means an invoice for the Licence Fee and first year's Support Charges.

24.9. **'Licence'** means an ongoing licence of the Licensed Materials granted pursuant to this Agreement.

24.10. **'Licence Fee'** means the perpetual fee payable for the Licence.

24.11. **'Licensed Materials'** means the Software, the Documentation and the Media.

24.12. **'Licence Period'** means the period commencing after receipt by RSPL of the Licence Fee on the Acceptance Date.

24.13. **'Location'** means the address referred to in the Schedule.

24.14. **'Media'** means the carrier on which the Software and the Documentation are recorded or printed and delivered to the Licensee.

24.15. **'Release'** means any altered version of the existing Software made available to the Licensee.

24.16. **'Software'** means the computer programs in object code form only as briefly described in the Schedule including any copies but excluding source code material and all proprietary design material.

24.17. **'Standard Overdraft Rate'** means the standard interest rate charged by St George Bank Australia Limited.

24.18. **'Support Charges'** means the charges for the Support Services described in Clauses 6.6 and 6.7.

24.19. **'Support Period'** means the period for the provision of the Support Services referred to in Clause 6.

24.20. **'Support Services'** means the various maintenance and support services described in Clauses 6.6 and 6.7.

24.21. **'Support Ticket'** means written acknowledgement of the problem as clarified in subclause 6.5.3.

24.22. **'Use'** in relation to the Software means to load the Software onto, store, run and display the software on the Equipment.

25. DISPUTE RESOLUTION

Subject to the exclusion in clause 22.2, any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

26. PAYMENT TERMS AND CONDITIONS

As per the Recruitment Systems Pty Ltd quotation and subsequent correspondence, payment terms are 14 days from date of invoice.