

TRIAL AGREEMENT

This Trial Agreement (the "**Agreement**") is made by and between Software Compliance Pty Ltd, ABN 13 623 529 751 ("**SWC**") and [LICENSEE] ABN xx xxx xxx xxx ("**Licensee**" or "**you**").

THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT WHICH CONTAINS THE ENTIRE AGREEMENT BETWEEN LICENSEE AND SWC WITH RESPECT TO THE SERVICE TRIAL DESCRIBED HEREIN.

1. License. The named Authorised User(s) herein are hereby granted a limited, nonexclusive, non-transferable license (the "**License**") (1) to use SWC's ComplianceWare software product by accessing SWC's webservice infrastructure (collectively, the "**Service**"), and (2) to use the Service solely for the agreed period stated herein ("**Trial Period**"). During the Trial Period you are permitted to use the Service for productive purposes in the operation of your company's business and acknowledge that data processed using this preview version is unencrypted at rest.

2. Term. The Trial Period is effective for forty-five (45) days commencing from the execution date of this Agreement or such other period as may be agreed in writing between the parties unless terminated earlier as set forth herein. This License will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. At the end of the Trial Period or upon the request of SWC, whichever is earlier, you will cease to access the Service, and make no further use whatsoever of the Service, except to the extent that may be permitted under any subsequent agreements between you and SWC.

3. Intellectual Property.

SWC represents and you acknowledge that the Service and its related documentation are proprietary products of SWC protected under copyright, trademark and trade secret laws. You further acknowledge and agree that all right, title, and interest in and to the Service, including associated intellectual property rights, are and shall remain with SWC. This Agreement does not convey to you an interest in or to the Service, but only a limited right of use revocable in accordance with the terms of this Agreement.

SWC agrees that reports generated as outputs of the Service become the absolute unencumbered property of the Client on payment of the Fees. Client grants to SWC a perpetual, royalty-free, non-transferable, non-exclusive, worldwide licence to use, modify and adapt such outputs in its business together with any modifications, enhancements, revisions, derivative works or substitutions that may be made thereto by SWC from time to time, excluding any Confidential Information.

The provisions of this paragraph shall survive termination of these Terms.

4. Restrictions. You may not rent, lease, loan, resell or otherwise transfer the Service. You may not permit third parties to benefit from the use or functionality of the Service via a timesharing, service bureau or other arrangement. You may not transfer any of the rights granted to you under this Agreement. You may not use the Services to store or transmit infringing, obscene, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, or frame or mirror any SWC technology on any other server or wireless or internet based device. All rights not expressly set forth hereunder are reserved by SWC.

5. Exclusion of Warranties.

THE SERVICE IS PROVIDED TO LICENSEE "AS IS", AND ANY USE BY LICENSEE OF THE SERVICE DURING THE EVALUATION PERIOD WILL BE AT LICENSEE'S SOLE RISK. SWC MAKES NO WARRANTIES RELATING TO THE SERVICE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

6. Limitation of Liability. Except for SWC's obligations under section 7 below, SWC's cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the license fee (if any) paid by you hereunder. In no event shall SWC be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if you have been advised of the possibility of such damages.

7. Indemnification. SWC shall defend, indemnify and hold Licensee harmless from and against all losses and costs based on, arising out of or otherwise in connection with any claim (threatened or actual) made by a third party based upon infringement or misappropriation of any Intellectual Property Right in connection with the Service provided that; (i) SWC is given immediate and complete control of such claim, (ii) the Licensee does not prejudice SWC's defence of such claim, (iii) the Licensee at SWC's expense gives SWC all reasonable assistance with such claim, (iv) such claim does not arise from an intentional tortious act or the negligence of Licensee, (v) such claim is not based upon the use of the Service by Licensee in an application or environment for which the Service was not designed or contemplated, (vi) such claim does not arise as a result of modifications and/or improvements of the Service introduced or made by Licensee, and (vii) such claim does not arise as a result of the use of the Service in combination with any equipment or computer programs not supplied or approved by SWC.

8. Confidentiality. Each Party shall treat as confidential for a period 12 months all information received or obtained as a result of entering into or performing this Agreement and which is designated confidential or which ought reasonable to be regarded as confidential. This clause shall survive termination of this Agreement. Information shall not be deemed to be confidential if such information (a) is, or becomes, publicly known through means other than a breach of this Agreement, (b) is in the possession of party receiving such information prior to receipt thereof from the other party, (c) is independently developed by the other party, (d) is the subject of any litigation in which the parties hereto are adverse parties or (e) is lawfully disclosed by a third party who is not subject to a confidentiality agreement or obligation relating to such disclosure. Notwithstanding the foregoing, all information can be provided to a party's employees, advisors and affiliates who need to know such information.

If requested or required (by law, regulation or interrogatory, request for information or documents, subpoena, deposition, civil investigative demand other legal, governmental or regulatory process, or request of any governmental agency or regulatory body having or claiming to have authority to regulate the relevant party's business) to disclose any information, it is agreed that such information may be disclosed to the extent that

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the relevant party concludes in good faith that it is required to do so.

9. Marketing. SWC may refer to Licensee’s use of the Service in a public press release and/or SWC’s marketing materials.

10. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of South Australia and shall be subject to the non-exclusive jurisdiction of the South Australian courts. This Agreement may not be modified except by a written addendum issued by a duly authorised representative of SWC and agreed by Licensee. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by SWC or a duly authorised representative of SWC. If any provision of this Agreement or any part of any such provision is held to be invalid or unenforceable, such provision or part (as the case may be) shall be ineffective only to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable or otherwise prejudicing or affecting the remainder of such provision or any other provision of this Agreement.

EXECUTED by the duly authorised representatives below on this date of:

_____ (Execution Date)

Authorised User Details

User	Email
1	
2	
3	
4	
5	

SIGNED for and on behalf of Licensee

Signature

Name

Title

SIGNED for and on behalf of SWC

Signature

Name

Title