



License Agreement

IMPORTANT - READ CAREFULLY BEFORE USING OUR TEMPLATES.

PROPERTY OF GLOBAL MANAGEMENT & TRAINING SERVICES: YOU MAY OBTAIN A COPY OF OUR TEMPLATES BY DOWNLOADING THEM REMOTELY FROM OUR SERVER. THE COPYRIGHT AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS IN THE TEMPLATES ARE AND REMAIN OUR PROPERTY. YOU ARE LICENSED TO USE THE TEMPLATES ONLY IF YOU ACCEPT ALL THE TERMS AND CONDITIONS SET OUT BELOW.

LICENCE ACCEPTANCE PROCEDURE: BY CLICKING ON THE ACCEPTANCE BUTTON WHICH FOLLOWS THIS LICENCE AND/OR BY DOWNLOADING AND/OR USING THE TEMPLATES, YOU INDICATE ACCEPTANCE OF THE LICENCE TERMS (INCLUDING LIMITED WARRANTY AND LIMITATION OF LIABILITY) SET OUT IN THE LICENCE. IF YOU ARE ACCEPTING THE LICENCE ON BEHALF OF A CORPORATE LICENSEE, YOU REPRESENT THAT YOU ARE AUTHORISED TO DO SO. IF YOU ARE NOT SO AUTHORISED, NOR DEEMED IN LAW TO HAVE SUCH AUTHORITY, YOU ASSUME SOLE PERSONAL LIABILITY FOR THE OBLIGATIONS SET OUT IN THIS LICENCE.

LICENCE REJECTION PROCEDURE: YOU SHOULD THEREFORE READ THE LICENCE CAREFULLY BEFORE CLICKING ON THE 'ACCEPT' BUTTON AND/OR BY DOWNLOADING AND/OR USING THE TEMPLATES. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU SHOULD CLICK ON THE 'REJECT' BUTTON AND NOT DOWNLOAD OR USE THE TEMPLATES. YOU SHOULD ALSO DESTROY ANY UNLICENSED COPIES OF THE TEMPLATES THAT MIGHT BE IN YOUR POSSESSION.

We recommend that you print out this agreement and relevant parts of our website for your records.

Licence Agreement

Background

(a) You wish to use one or more of Global Management & Training Services templates and related materials.

(b) Global Management & Training Services is willing to grant a licence to you in accordance with the terms and conditions of this agreement.

Operative Terms

1. Interpretation and Definitions

- 1.1 In this agreement, unless the context requires otherwise, the following terms shall have the following meanings:
 - 1.1.1 **'Derived Work'** has the meaning given to it in clause 2.1.1;
 - 1.1.2 **'Fees'** means the fees payable by you to Global Management & Training Services for the Licensed Products, as set out in the Schedule;
 - 1.1.3 **'Instructions'** the user instructions for each Template;
 - 1.1.4 **'Licensed Products'** means each Template and its related Instructions and their Updates;
 - 1.1.5 **'New Content'** means that part of a Derived Work that does not form part of the Original Content;
 - 1.1.6 **'Nominated User'** means the individual identified as the authorised User;
 - 1.1.7 **'Original Content'** means the content of the Template in the form downloaded from Global Management & Training Services web site and which forms part of a Derived Work;
 - 1.1.8 **'Reviewer'** has the meaning given to it in clause 4.2.2(b);

- 1.1.9 **'Schedule'** means the schedule to these terms and conditions, which sets out the Templates that you want to obtain the right to use and the applicable Fees for such use;
- 1.1.10 **'Template'** means any template and Update to that template that is set out in the Schedule.
- 1.1.11 **'Updates'** mean updates to or upgrades of the Templates and/or Instructions respectively;
- 1.1.12 **'User'** means an individual who may alter, modify, or otherwise use a Template and who may read the relevant Instructions; and
- 1.1.13 **'you'** means you personally, if you are an individual, or the Nominated User, if you are a company or other non personal entity.

2. Grant

- 2.1 Provided that you have paid the applicable Fees, Global Management & Training Services grants you and you accept a non-transferable and non-exclusive right and licence to:
 - 2.1.1 use one copy of each Licensed Product (including any Updates for which you have paid any relevant additional Fee) as an aid to creating specific documents based on the Template by copying the Template and modifying that copy ('Derived Work');
 - 2.1.2 make and retain for backup and archival purposes, one copy of each Template provided that the original and each copy are kept in your possession and control and that your installation and use of the same do not exceed that allowed by this agreement.

3. Licensee's Obligations

- 3.1 You shall supervise and control the use of the Licensed Products in accordance with the terms of this agreement.
- 3.2 You shall not:
 - 3.2.1 alter or modify the Licensed Products or any part of them, or permit others to do so;
 - 3.2.2 sell, sub-license, lease, hire out, share use of or rent the Licensed Products or transmit the Licensed Products to any third party; or
 - 3.2.3 use the Licensed Products to provide to any other party any form of consulting, service-bureau, time-sharing services, or services of any other kind unless you have paid Global Management & Training Services the respective fee, if any, for such use.

4. Rights in a Derived Work

- 4.1 This agreement restricts what you may do with Licensed Products, the Original Content and a Derived Work as a whole, but does not restrict what you may do with the New Content alone.
- 4.2 In respect of a Derived Work:
 - 4.2.1 you shall delete Global Management & Training Services branding and copyright notice from the Original Content;
 - 4.2.2 you may:
 - (a) modify the content to include some or all of the Original Content in addition to New Content for business, personal, educational or governmental purposes; and
 - (b) distribute the Derived Work to any person who may review and suggest modifications to but not modify or otherwise use the Original Content ('Reviewer');
 - 4.2.3 you shall not:
 - (a) sell, sub-license, lease, hire out, share use of or rent the Derived Works; or
 - (b) use the Derived Works to provide to any other party any form of consulting, service-bureau, time-sharing services, or services of any other kind unless you have paid Global Management & Training Services the respective fee, if any, for such use; and
 - 4.2.4 you shall notify a Reviewer that they must obtain a licence to use the Licensed Products from Global Management & Training Services before they may use the relevant Template or modify any Original Content retained in a Derived Work based on that Template.

5. Download

- 5.1** On payment of the Fees, you may download the relevant Licensed Products from Global Management & Training Services website at:
<http://www.globalmanagementandtrainingservices.com/>.
You shall maintain accurate and complete records of the number and location of the copies of the Licensed Products and supply such records to Global Management & Training Services immediately upon request.

6. Maintenance and Additional Services

- 6.1** This agreement does not require you to use the current release level of the Licensed Products. We will not take responsibility for your use of out of date Licensed Products.
- 6.2** Global Management & Training Services may, at its option, decide to make Updates available. If so, any additional terms and conditions for obtaining and using them will be notified on Global Management & Training Services website.

7. Ownership

- 7.1** The Licensed Products, Original Content and all copies of them consist of proprietary information developed by Global Management & Training Services which are and shall remain the exclusive property of Global Management & Training Services and you shall have no right, title or interest in them, except as expressly set out in this agreement.
- 7.2** To assist Global Management & Training Services in the protection of its proprietary rights, you shall:
- 7.2.1 do all such acts and things as Global Management & Training Services may reasonably require for the purpose of preserving or perfecting such rights; and
- 7.2.2 permit representatives of Global Management & Training Services to enter upon (at all reasonable times during normal working hours) any premises in which the Licensed Products and/or Original Content are or are reasonably believed by Global Management & Training Services, to be kept, stored or used and inspect your records of use of the Licensed Products and Original Content. Global Management & Training Services will use reasonable endeavours to minimise disruption to your business activities during such inspection.
- 7.3** Subject to clause 4.2.1, you shall not alter or remove any detail of ownership, copyright, trademark or other proprietary right connected with the Licensed Products and shall reproduce them exactly on any copies.

8. Warranty

- 8.1** You acknowledge that you have exercised your independent judgment in acquiring the Licensed Products and have not relied on any representation made by Global Management & Training Services which has not been stated expressly in this agreement or upon any descriptions or illustrations or specifications contained on any web site or in any document including catalogues or publicity material produced by Global Management & Training Services.
- 8.2** Global Management & Training Services does not warrant that the Licensed Products are error free, free from viruses, or suitable for your purposes. Any statement, condition or warranty, express or implied, statutory or otherwise, as to the quality, merchantability, or suitability or fitness for any particular purpose of the Licensed Products is excluded to the fullest extent permitted by law.
- 8.3** In the event any statute implies terms into this agreement which cannot be lawfully excluded, such terms will apply to this agreement, save that Global Management & Training Services liability for breach of any such implied term will be limited, at Global Management & Training Services option, to any one or more of the following:
- 8.3.1 replacing the goods to which the breach relates or the supply of equivalent goods;
- 8.3.2 repairing such goods;
- 8.3.3 paying the cost of replacing the goods or of acquiring equivalent goods;
- 8.3.4 paying the cost of having the goods repaired; or
- 8.3.5 refunding the relevant Fee.

9. Liability

In no event shall Global Management & Training Services or its suppliers be liable for any loss or damage whatsoever (including, without limitation, special, indirect or consequential damages, damages for loss of profits, interruption, loss of information, or other pecuniary

loss) arising out of use or inability to use the Licensed Products, even if advised of the possibility of such loss or damage. Because some jurisdictions do not allow an exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

10. Payment

10.1 A separate licence and Fee are required for each User of the Licensed Products and Original Content. You shall promptly pay any increase in the Fees due to an increase in the number of Users. That increase shall be calculated as set out on Global Management & Training Services website. If Global Management & Training Services discovers that you have under paid the Fees, Global Management & Training Services may, in addition to its other rights and remedies, charge you for its reasonable costs and expenses incurred in conducting any audit and recovering moneys.

10.2 The Fees are expressed in AU dollars and are inclusive of taxes and duties.

11. Termination

11.1 Global Management & Training Services may, without prejudice to its other rights and remedies, terminate this agreement forthwith by written notice to you without incurring liability for such termination if you commit a breach of any material obligation of this agreement which can not be remedied or commit such a breach which can be remedied and fail to remedy it within thirty calendar days of receiving a written notice requiring it to be remedied.

12. Effect of Termination

12.1 Upon the expiry or termination (for whatever reason) of this agreement you shall promptly delete all copies of all Licensed Products from all computers and return to Global Management & Training Services all other copies of the Licensed Products.

13. Confidentiality

Global Management & Training Services has imparted and may from time to time impart to you certain confidential information relating to the Licensed Products. You shall use such confidential information solely for the purposes of this agreement and not disclose, whether directly or indirectly, to any third party, such information other than is required to carry out the purposes of this agreement. In the event of such disclosure, you will obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed to the same extent at least as you are so bound.

14. Force Majeure

Neither party shall be liable to the other if its performance of its obligations under this agreement (other than on obligation to pay money) is prevented or hindered due to any circumstances outside its control.

15. Entire Agreement

The parties have read and understand this agreement and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto. The parties irrevocably and unconditionally waive the right to claim damages and/or rescind this agreement as a result of misrepresentation unless such misrepresentation was made fraudulently.

16. Severability

In the event that any provision of this agreement is declared by any judicial or other competent authority to be void, void able, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, or such provision may be severed from this agreement and the remaining provisions of this agreement shall remain in full force and effect.

17. Waiver

No delay or failure of either party in enforcing against the other party any term or condition

of this agreement and no partial exercise by either party of any right hereunder shall be deemed to be a waiver of any right of that party under this agreement.

18. Variation

No variation or amendment to this agreement shall be effective unless in writing signed by authorised representatives of the parties.

19. Assignment

The licence granted under this agreement is personal to you and you shall not assign, part with or sublet any interest in it or grant any right under it to any third party. Global Management & Training Services may, on notice to you, assign its rights and obligations under this agreement to any person. Subject to the other provisions of this agreement, this agreement is binding upon and endures for the benefit of the parties' personal representatives, assigns and successors in title. Furthermore you give Global Management & Training Services permission to use your company name on our licensed customer list.

20. Notices

Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post or by fax or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number (with correct answerback) or correct electronic mail number of the addressee.

Law and Disputes

This agreement is governed by and is to be interpreted in accordance with Australian Law. Global Management & Training Services and you irrevocably submit to the non-exclusive jurisdiction of the courts of Australia.