



DYNAMIC SUPPLIES PTY LTD LICENCE AGREEMENT

Parties: Dynamic Supplies Pty Ltd of 66 – 72 Alexandra Place, Murarrie in the state of Queensland ('Dynamic')

_____ ('Customer')

Introduction

1. In the course of its business and over many years, Dynamic has developed a comprehensive listing which contains product information relating to each of the consumables which it sells and importantly, includes compatible models for the consumables ('the Data File'). The Data File is a valuable commercial tool for Dynamic and all intellectual property rights (including copyright) in the Data File belong to Dynamic.
2. The Customer wishes to obtain a licence from Dynamic which permits it to reproduce all or part of the Data File on its website and to use the Data File for limited internal purposes subject to the terms of this agreement.
3. Dynamic agrees to grant a non-exclusive licence, non-transferable to the Customer on the terms of this agreement.

It is agreed:

4. Dynamic grants a non-exclusive, non-transferable licence to the Customer to use the Data File for the limited purposes below:
 - (a) To reproduce the information contained in the Data File in part or in whole on the Customer's website. The licence to reproduce the information contained in the Data File is subject to the Customer modifying the appearance of the Data File as it is published by Dynamic on its website. For this purpose, the Customer must submit to Dynamic for approval the form in which it proposes to reproduce the information contained in the Data File and, Dynamic must approve the form in which it is to be reproduced prior to any publication. Once approved, the Customer must seek further approval from Dynamic if it wishes to amend the form in which the information contained in the Data File is to be reproduced on the Customer's website;



- (b) To use the information contained in the Data File for internal purposes which are solely related to the Customer's business.
5. The Customer expressly acknowledges that that any reproduction of the information contained in the Data File must not include any reference to Dynamic Supplies' product codes.
 6. If the Customer wishes to reproduce or use all or part of the Data File for any other purpose than those referred to in clause 4, it must first obtain the express written consent of Dynamic. Dynamic may withhold its consent without having to provide reasons to the Customer.
 7. Upon execution of this agreement, Dynamic will provide a copy of the Data File to the Customer electronically by way of email or upload to an FTP site, as agreed between Dynamic and the Customer. To enable Dynamic to provide the Data File, the Customer is required to provide all information necessary such as an email address, FTP site or other information requested by Dynamic.
 8. The Customer is expressly prohibited from distributing the Data File to any third person or permitting any other person to reproduce the Data File unless it has first obtained the express written consent of Dynamic. Dynamic may withhold its consent without having to provide reasons to the Customer.
 9. The Customer must use its best endeavours to ensure that there is no unauthorized use of the Data File including but not limited to the supervision and management of its employees who may have access to the Data File. The Customer must notify Dynamic immediately if it becomes aware of any unauthorized use of the Data File.
 10. The Customer acknowledges and agrees that all intellectual property rights in the Data File are and remain the sole property of Dynamic and that this licence agreement does not transfer to the Customer any intellectual property rights in the Data File.
 11. The Customer is not authorised to transfer, assign or otherwise dispose of its rights under this licence agreement.



12. The Customer acknowledges that Dynamic may at its discretion terminate this licence agreement without notice as it has not provided any consideration in exchange for the licence.
13. On termination of this licence agreement, the Customer will cease using the information contained in the Data File and any reproduction of that information.
14. Dynamic excludes its liability to the Customer whether in contract, tort (including negligence) or otherwise under or in any way connected with this licence agreement including the use of the Data File.

Made as an agreement on *[Insert date]*:

**Signed for and on behalf of Dynamic Supplies
Pty Ltd:**

Signature of Authorised Person

Name of Authorised Person

**Signed for and on behalf of *[Insert Customer
Name]*:**

Signature of Authorised Person

Name of Authorised Person