

MediaPro

COURSEWARE LICENSE AGREEMENT

This Product License Agreement (the "License Agreement") is hereby entered into as of <<Date>> (the "Effective Date") and is made by and between Layer 8 Security (No Reservations Pty Ltd - ABN 34 150 556 611) (the "Licensor") and <<Licensee Name>> (the "Licensee") on the following terms and conditions:

1. PRODUCTS AND SERVICES DEFINED.

- 1.1 Authorized Users. Authorized Users are defined as Licensee's active or past employees and contractors which have: (i) started or (ii) completed a Courseware Item during each successive one-year period starting on the SOW Effective Date until the end of the SOW Term.
- 1.2 Product Solution. The training and/or awareness products and hosting services provided pursuant to the terms of this License Agreement (collectively, the "Product Solution") shall include:
 - 1.2.1 Courseware License(s). Licenses and hosting of the following awareness courses:
 - Course one
 - Course two
 - Course three, etc.
 - 1.2.2 Awareness and Reinforcement Materials (optional).
 - XX Poster templates.
 - XX Messaging templates.
 - XX Reinforcement games or animations
 - 1.2.3 On-Demand LMS Hosting Services: Learning Management System (LMS) hosting of the Courseware Licenses for the total number of Authorized Users shall include:
 - 24x7x365 user and administrative access to the hosted site.
 - Set-up and configuration of the hosted site.
 - Loading of Courseware Licenses and initial users via a CSV file (format provided).

2. NUMBER OF AUTHORIZED USERS, LICENSE FEES AND LICENSE TERM.

- 2.1. Number of Authorized Users. The Licensee is granted a License to train the number of Authorized Users as stated below:
 - Course **One**: XX/Authorized Users
 - Course **Two**: XX/ Authorized Users
 - Course **Three**: XX/ Authorized Users
- 2.2. License Fees. The fee(s) for the Product Solution (the "License Fee") for the number of Authorized Users stated herein and for the License Term, shall be:
 - 2.2.1. Courseware License Fee: The license fee for the Courseware License(s), for use up to the respective Number of Authorized Users stated herein, is: **xx thousand dollars (\$0,000)**.
 - 2.2.2. Awareness and Reinforcement Materials License Fee. The license fee for the Awareness and Reinforcement Materials is: **xx thousand dollars (\$0,000)**.

2.3. License Term: The term of this License shall commence as of the Effective Date and shall continue in force for a period of **NUMBER (xx) years** (the "License Term"). Upon the termination of the License, Licensee will no longer have any rights to access the Product Solution.

3. USAGE RIGHTS. Subject to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, non-assignable license to use the Product Solution. Without the prior written consent of Licensor and its courseware partner, the Licensee shall not: (i) disclose, disseminate, distribute, transfer, sell or otherwise provide the Product Solution or any related materials to any third party; (ii) sublicense, rent, timeshare or use the Product Solution in service bureau offering; (iii) disassemble, reverse engineer, or otherwise make derivative works of the Product Solution; or (iv) remove or alter any trademark, trade name, copyright, or other proprietary notices appearing on the Product Solution. Customer shall use commercially reasonable efforts to prohibit any person who is not an Authorized User to have access to the Product Solution.

4. WARRANTY AND WARRANTY DISCLAIMER.

4.1. Limited Warranty. Licensor represents and warrants that all products delivered hereunder shall be rendered with "commercially reasonable best efforts" in a professional manner, consistent with industry standards, and sound engineering principals. The term of the Limited Warranty (the "Warranty Period") is ninety (90) days from the Effective Date.

The Product Solution will conform in all material respects to the published specifications and will function in accordance with the descriptions contained therein. Licensor shall have no responsibility for: (i) any defects attributable to improper installation, operation, misuse or abuse of the Product Solution or any unauthorized modification thereof; or (ii) changes in supporting computer hardware or supporting software products that may adversely affect the Product Solution.

4.2. Warranty Disclaimer. THE LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5. REMEDIES. Licensee's sole remedies for Licensor's default hereunder shall be: (i) to obtain the repair, replacement or correction of the defective item or, if Licensor reasonably determines that such remedy is not economically or technically feasible; (ii) to obtain an equitable partial or full refund of amounts paid with respect to the defective item as agreed upon by the parties. In no event shall Licensor or its content partner be liable to the Licensee for any amount(s) exceeding the total fee(s) paid.

IN NO EVENT SHALL ANY PARTY TO THIS LICENSE AGREEMENT HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

6. INTELLECTUAL PROPRIETARY RIGHTS. All parties agree and acknowledge that: (i) each party's intellectual property, including copyrights, software and content ownership rights, trade secret rights, patent rights and trademarks are and shall remain the sole property of that party; and (ii) nothing in this License Agreement shall convey to any party any right of ownership in other party's intellectual property.

7. LEGAL DISCLAIMER. The Product Solution is intended to assist the Licensee in providing general training and awareness activities. The Licensee acknowledges and understands that any Product Solution used to meet regulatory or compliance requirements is for general

educational purposes and does not constitute legal or regulatory advice. The Product Solution should be used in the manner the Licensee deems most appropriate for reaching its business goals.

- 8. GOVERNING LAW.** The parties irrevocably consent to the jurisdiction of the courts of New South Wales for resolution and enforcement of any legal claim, arbitration award, or injunctive relief.
- 9. MISCELLANEOUS.** This License may be modified or amended only by a writing signed by both parties. Neither Party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Headings are for reference purposes only and have no substantive effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this License Agreement to be executed by their duly authorized representatives.

Layer 8 Security (ABN 34 150 556 661)

60 - 62 Merluna Road
Park Ridge South, Qld, 4125

<Licensee Name>>

<<Address>>

<<City>>, <State>> <<Zip>>

Name: Robert de Haan

Name: _____

Title: Chief Executive Officer

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____