THIS AGREEMENT is between **ROBOMOTION PTY LTD,** a company incorporated in New South Wales (ACN 618 027 222), whose registered office is at Room 239, iAccelerate Centre, Innovation Campus, Squires Way, NORTH WOLLONGONG, NSW, 2500, (**"Robomotion"**) and the person (being and individual, company or other organization) that accepts the terms of this Agreement by signifying its agreement by entering their details into the order form and clicking the "I Agree" button at the end of these terms and conditions (**"Licensee"**), each of the Licensee and Licensor is a "**Party**", and collectively, the "**Parties**".

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:.

WHEREAS:

(A)   Robomotion has developed software for use in the control of robots used in industrial applications.

(B)   The Licensee utilises robots in industrial applications.

(C)   The Licensee wishes to test the use of Robomotion's software in relation to the control of its robots.

(D)   Robomotion agrees to provide its software to the Licensee on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

1   DEFINITIONS

In this Agreement, the following words and phrases that have their first letter(s) capitalized have the meaning ascribed to them below:

"Confidential Information" means all information, knowledge or data provided by one Party to the other Party relating to this Agreement and the subject matter thereof, whether in physical or electronic form, or pursuant to visits to the premises of the other Party, which:

(a)   if disclosed in writing, is marked as "confidential" or "proprietary";

(b)   if disclosed orally, is summarized in writing by the receiving party and sent to the disclosing party within ten (10) days of the initial disclosure; or

(c)   given the nature of the information or the circumstances surrounding its disclosure should reasonably be considered as confidential,

"Data" means any and all information, knowledge and data relating to the use, testing and assessment of the Software conducted by the Licensee;

"**Agreement**" means this "Trial End User Licence Agreement";

"**Intellectual Property Rights**" means: patents, registered designs and copyright (including rights in software) (and any applications for any of the foregoing), design rights, database rights, semi-conductor topography rights or rights in mask works and rights in know how, and any other similar rights existing now or in the future anywhere in the world;

"**Software**" means the Verbotics Weld software for automatically programming welding robots; and

"**Term**" means the period ending 12 calendar months after the date on which the Software is provided to the Licensee.

2   LICENCE & DATA

        Licence

2.1   Robomotion hereby grants the Licensee, during the Term, a non-exclusive, royalty free, non-

transferable, non-sub-licensable, revocable, non-perpetual right and licence to use the Software, for the sole purpose of testing and assessing the use of the Software on and in relation to the Licensee's robots, subject to the terms and conditions of this Agreement.

2.2 Other than as expressly permitted under this Agreement or other agreement with Robomotion, the Licensee shall not, during the Term or thereafter:

2.2.1 use the Software on or in relation to, or to control, the Licensee's robots (whether such robots are owned, leased or licensed to the Licensee or owned by a third party);

2.2.2 commercially use or exploit the Software;

2.2.3 sell, lease, rent, licence or otherwise make available for use the Software to any third party; and/or

2.2.4 reverse engineer, reverse compile or disassemble the Software, generally, or with the intention of creating software the same as or similar to the Software.

2.3 The Licensee shall not authorize, permit, aid or abet, assist or otherwise allow or purport to allow, any Third Party to do any of the acts set out in clauses 2.2.

Data

2.4 In consideration of the license and provision of the Software, the Licensee hereby agrees to provide Robomotion with any and all Data that the Licensee generates, collects and creates relating to the Software and the Licensee's use and testing of the Software.

2.5 The Licensee will provide the Data to Robomotion as soon as practicable, but in any event it shall provide the Data to Robomotion and on a continuous basis during and after the expiration of the Term such that Robomotion holds all of the Data that the Licensee holds in relation to the Software and its use, testing and assessment by the Licensee.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 The Licensee acknowledges, understands and agrees that Robomotion and/or its licensors are the owners and/or controllers of Intellectual Property Rights in the Software.

3.2 In the event that any Intellectual Property Rights in the Software are or become vested in the Licensee as a result of or pursuant to this Agreement or otherwise, the Licensee agrees to do any reasonable act and execute any reasonable document transferring the ownership thereof to Robomotion or its licensor(s).

3.3 Any and all Improvements created by or on behalf of the Licensee in relation to the Software, and the use, testing and assessment of the Software, shall vest in and be the property of Robomotion and the Licensee agrees to do any reasonable act and execute any reasonable document transferring the possession and/or ownership thereof to Robomotion or its licensor(s), and Robomotion shall grant to the Licensee the right and licence to use the Improvements on the same terms as the licence in clause 2.1.

4 CONFIDENTIALITY

4.1 The Parties agree that this clause 4 shall apply to any and all Confidential Information disclosed by one Party to the other Party at any time before, on or after the Effective Date, and shall be in addition to any earlier confidentiality arrangements or Agreements between the Parties, provided that, in the event of any inconsistency, the terms of this clause 4 shall prevail.

4.2 Subject to this clause 4 and this Agreement, each Party shall keep the Confidential Information of the other Party, strictly confidential, and shall not disclose such Confidential Information, directly

or indirectly, to any third party for any purpose whatsoever.

4.3   Each Party shall employ the same degree of care and diligence in the protection of the Confidential Information of the other Party, and the preservation of its confidentiality, as it employs in relation to its own Confidential Information, and in any event, shall use its best endeavours to safeguard the other Party's Confidential Information against unauthorized use and disclosure.

4.4   Neither Party shall use, or permit any use of, any Information disclosed to it under this Agreement by the other Party for any purpose other than the performance of its obligations and the enjoyment of its rights, as set out in this Agreement.

4.5   The confidentiality and non-use obligations set forth in this clause 4 in relation to Confidential Information shall not apply to any information;

4.5.1   which, at the time of its disclosure, is in the public domain;

4.5.2   which, after its disclosure, becomes part of the public domain otherwise than through a breach of this clause 4, or other non-compliance with any provision of this Agreement;

4.5.3   which was known to the receiving Party prior to receipt from the disclosing Party, provided that, such prior knowledge can be adequately sustained by documentary evidence predating the disclosure;

4.5.4   which is disclosed to a Party by a Third Party which, in making such a disclosure, is not in violation of any obligations of confidentiality; or

4.5.5   which is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, but only to the extent and for the purpose of such order or compelled disclosure and subject to giving as much prior notice as possible to the disclosing Party to allow it to seek protective or other orders.

4.6   A Party shall immediately report to the other Party any breach or suspected breach of its obligations under this clause 4.

5   TERM AND TERMINATION

5.1   Unless terminated in accordance with this clause 5, this Agreement shall commence on the Effective Date and shall continue for the Term.

5.2   Robomotion may terminate the licence and this Agreement, or suspend the continued operation of the Software, upon 10 days' notice to the Licensee at Robomotion's its sole and absolute discretion, irrespective of whether the Licensee has committed a breach of this Agreement.

5.3   Robomotion may terminate the licence and this Agreement, or suspend the continued operation of the Software, immediately, in the event that the Licensee is in breach of the warranty set out in clause 7.4.

5.4   Either Party may terminate this Agreement:

in the event that the other Party is in material breach:

if the other Party is the subject of an Insolvency Event.

5.5   Any of the following shall be an "**Insolvency Event**" in relation to a Party:

5.5.1   bankruptcy, a voluntary arrangement, or any other composition or arrangement with its creditors;

5.5.2	upon the appointment of a receiver, manager, trustee or other officer being appointed by any person over all or a substantial part of the other Party's property or assets;
5.5.3	the passing of a resolution for the other Party's winding-up (other than for the purpose of and followed by a solvent reconstruction or amalgamation); or
5.5.4	upon the other Party having a petition for a winding-up presented against it.

5.6   Upon expiration of the Term or termination of this Agreement, the licence granted under clause 2.1 shall cease and the Licensee shall cease any and all use of the Software.

5.7   The Licensee shall, within one calendar month of the date of expiration of termination of the Agreement, provide Robomotion with any and all Data not already or previously provided to Robomotion and any additional reports relating to the Software's use, testing and assessment conducted by the Licensee.

5.8   Upon expiration or termination of this Agreement any and all Confidential Information disclosed by one Party to the other Party shall be:

5.8.1	returned to the disclosing Party, and the receiving Party; and/or
5.8.2	destroyed by the receiving Party, and the receiving Party.

6   SURVIVORSHIP

Notwithstanding termination or expiration of this Agreement, the provisions of clause 1 (as required to interpret any of the surviving clauses referred to in this clause 6), and the following clauses shall survive termination of this Agreement: Clause 2.2, 2.3, 3, 4, 5.7, 5.8, 7, 8, 9, 10, 11 and 13.

7   WARRANTIES AND LIABILITY

7.1   Robomotion makes no representations, undertakings, warranties, guarantees or indemnities in relation to the Software and, as such, to the fullest extent permitted at law, excludes any and all liability in relation to the Software, the Licensee's use of the Software, its fitness for a particular purpose or any purpose, or that its use will not contravene the rights of any third party (including Intellectual Property Rights thereof).

7.2   Neither Party shall be liable to the other Party for any:

7.2.1	indirect loss;
7.2.2	consequential loss;
7.2.3	loss of business;
7.2.4	loss of profits; or
7.2.5	for any loss that is not reasonably foreseeable,

whether arising in contract, tort (including for negligence, misrepresentation or breach of statutory duty) or as a result of any breach of this Agreement.

7.3   Robomotion's total aggregate liability under this Agreement shall not exceed AUD$5,000.00.The Licensee warrants that it will not use the Software on, for or in preparation for the production of any products used by or in relation to the Defence Forces of Australia or any other countries.

7.4   **NON-WAIVER**

7.5   The failure of a Party to insist upon performance or strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled under this Agreement, shall

not constitute a waiver of the other Party's failure to perform or under-performance, and shall not diminish the other Party's obligation to fully perform its obligations under this Agreement.

7.6 A waiver of a breach of this Agreement shall not be effective unless and until:

7.6.1 it is expressly stated to be a waiver;

7.6.2 it specifies the breach to which it relates; and

7.6.3 it has been committed to writing and signed by a duly authorised representative of each Party that has the power to bind their respective Parties in relation to such matters.

7.7 A waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breaches of this Agreement.

8 ENTIRE AGREEMENT

8.1 This Agreement, as amended from time to time in accordance with the terms of this Agreement:

8.1.1 contains the entire Agreement between the Parties; and

8.1.2 shall supersede all previous Agreements, arrangements and communications between the Parties, either oral or written,

in relation to the arrangements between the Parties in relation to the subject matter of this Agreement.

8.2 Neither Party has entered into or continued with this Agreement in reliance of any promises, representations or undertakings made by the other Party prior to the Effective Date.

9 VARIATION

Unless otherwise specified in this Agreement, no change, alteration or amendment of this Agreement shall bind either Party unless made in writing bearing the signature of a duly authorized representative of each Party.

10 SEVERENCE

If any provisions of this Agreement should become fully or partially invalid or unenforceable for any reason whatsoever, or violate any applicable law, such provisions shall be deleted from this Agreement, and the remainder of this Agreement, to the extent permissible, shall be valid and binding as if such provision(s) were not included herein

11 COUNTERPARTS

This Agreement may consist of a number of counterparts, and if so, the counterparts, when taken together shall constitute one and the same instrument.

12 LAW AND JURISDICTION

This Agreement shall be governed by the laws of New South Wales and the exclusive jurisdiction of the New South Wales courts.