



Facsimile

To: **Di Causby**
Company: **Hills Industries Limited**
Facsimile: **08 8371 2159** Date:
From: Pages: **2**
Re: **Copyright Release Form**

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Your Name:

Your Company Name:

Work Phone:

Work Fax:

Work Address:

*** YOU MUST NOMINATE A HILLS REPRESENTATIVE TO BE GRANTED PERMISSION!**

Your Hills Representative:

Email:

Web Address:

To Hills

This is to request your permission to use, without charge, published material to which Hills owns the copyright. The copyrighted material I wish to use is as follows:

Identify

Brand(s):

Web page(s):

Product(s):

I wish to use this material in the following manner (Describe all instances of where you intend to use Hills Copyrighted material):

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ACCEPTANCE WILL BIND YOU AND YOUR EMPLOYER TO THE TERMS OF THE LICENCE.

Signed (Your name): _____

Print: _____ on behalf of: _____
(Name) (Company)

Date:

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Hills Internal Use Only

I hereby grant permission for _____ to use the above named material in the above described manner.

Signed (Authorised Hills Representative): _____

Date:

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 - (c) use the HDL and materials strictly in accordance with the provisions of this licence and any other conditions made known to you.

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- 2.1 Subject to the following, you must not copy or allow others to copy the materials, in whole or in part.
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 - (b) internal needs for system's back-up and security.
- 2.3 You must adequately secure all copies made by you and the place at which those copies are situated. Proof of such security must be furnished to Hills upon reasonable notice.
- 2.4 You must notify Hills immediately on becoming aware of any unauthorised use or copying of the whole or any part of the materials.

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- (a) to not copy, reproduce, translate, adapt, vary or modify the materials without the express written consent of Hills, except as expressly authorised by this agreement;
 - (b) to supervise and control the use of the materials in accordance with the terms of this licence and any guidelines or directives documented by Hills;
 - (c) to ensure your employees, sub-contractors and other agents who have authorised access to the materials are aware of the terms of this licence and comply with such terms;

(d) to not provide or otherwise make available the materials in any form to any person other than those referred to in paragraph (c) without Hills' written consent; and

(e) to not use the materials for or in connection with a service bureau operation.

4. Warranty and Indemnity

4.1 You acknowledge that the materials cannot be guaranteed error free and further acknowledge that the existence of any such errors will not constitute a breach of this licence.

4.2 All terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the materials, associated documentation, services or this agreement, which are not expressly stated in this agreement and may be lawfully excluded are expressly excluded.

4.3 In the event any statute implies terms into this agreement which cannot be lawfully excluded, such terms will apply to this agreement, save that the liability of Hills for breach of any such implied term will be limited, at the option of Hills, to any one or more of the following:

(a) the replacement of goods to which the breach relates or the supply of equivalent goods;

(b) the repair of such goods;

(c) the payment of the costs of replacing the goods or of acquiring equivalent goods; or

(d) the payment of the cost of having the goods repaired.

4.4 Hills will not be liable for any indirect or consequential damages arising out of:

(a) any breach of this licence

(b) your or any other person's use of the materials

(c) arising out of the supply of defective materials.

4.5 You acknowledge that you have exercised your independent judgment in acquiring the materials.

4.6 You acknowledge that the materials is provided and produced as a guide only. Hills takes no responsibility for any decisions or actions that you or any person to whom you supply the materials take as a result of using or relying on the materials. Further, you acknowledge that Hills is not directly, indirectly or consequentially liable for any loss whatsoever caused to or by you or any other person to whom the materials is supplied as a result of your use or supply of the materials, including any representations or interpretations you or any such person makes of it.

4.7 Neither party is liable for the consequences of an occurrence of any event beyond its reasonable control relating to the materials.

5. Copyright and other intellectual property rights

5.1 Hills retains ownership of the materials whether in its original form or as modified by you or any other person during the term of the licence.

5.2 You acknowledge that the materials are subject to copyright and other intellectual property rights. You must not during or any time after the expiry or termination of this licence permit any act which infringes that copyright or other intellectual property rights. Also, you specifically acknowledge that you may not copy or allow to be copied and must take all reasonable steps to prevent the copying of the materials except as otherwise expressly authorised by this agreement or in writing by Hills.

5.3 You agree to indemnify Hills fully against all liabilities, costs and expenses that Hills may incur in any way as a result of your breach of the copyright and intellectual property provisions of this agreement.

6. Term of licence

6.1 This licence commences upon accepting its terms and may be terminated upon notice in the following circumstances:

(a) if any agreement ends for any reason or you are in breach of any agreement between you and Hills under which: (i) Hills supplies you with goods or services for sale, repair or distribution (ii) You supply Hills with goods or services (including repair) for which you require the materials (iii) You require or are supplied with access to the materials

(b) if you are in breach of any term of this agreement;

(c) if you do any act which might materially prejudice interests in copyright and other intellectual property rights in the materials;

(d) if you, being a corporation, become the subject of insolvency proceedings;

(e) if you, being a firm partnership, are dissolved; or

6.2 Upon termination, you or your representative(s) must destroy any remaining copies (electronic or otherwise) of the materials or otherwise return or dispose of such material in the manner directed by Hills.

6.3 Termination pursuant to this clause does not affect any rights or remedies that Hills may have otherwise under this licence or at law.

7. Assignment

- 7.1 You cannot deal with or transfer the benefit of this agreement (whether by assignment, sub-licensing or otherwise) without Hills' written consent.
- 7.2 Hills may assign or subcontract the performance of its rights and obligations under this agreement. Within 7 days after Hills request, you must sign such documents as are reasonably requested by Hills to substitute another supplier/licensor for Hills.

8. Waiver

- 8.1 Failure or neglect by either party to enforce at any time of the provisions of this agreement will not be construed or deemed to be a waiver of that party's rights under this licence.

9. Governing law and jurisdiction

- 9.1 This licence will be governed by and construed according to the law of South Australia, Australia. The parties agree to submit to the jurisdiction of courts and tribunals of that State.

10. Severability

- 10.1 If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force, apart from such provision that will be deleted.

11. Definitions and Interpretation

- 11.1 Words of one gender include all other genders. The singular includes the plural and vice versa. The past tense includes present and future tense and vice versa in appropriate circumstances.