

INTELLECTUAL PROPERTY TERMS OF USE

Dated 5 June 2017

1. INTRODUCTION

- (a) These Terms of Use (**Terms**) apply if We permit you in writing to use Our Intellectual Property belonging to any entity within the Redflex Holdings Limited group of companies (**Redflex Group**) anywhere in the world.
- (b) By using Our Intellectual Property, You agree to comply with these Terms.
- (c) **Intellectual Property**, in these Terms, means the Redflex Group logos, branding, diagrams, illustrations, images, animations, video content and documentation or other marketing collateral and excludes all other intellectual property and intellectual property rights belonging to the Redflex Group.
- (d) **We, Us and Our**, in these Terms, means the Redflex Group and any constituent entity of the Redflex Group.

2. LIMITED LICENCE TO USE

- (a) If We agree, We grant to You a royalty free, non-exclusive and conditional licence for You to use Our Intellectual Property anywhere in the world for the sole purpose of promoting, highlighting or publishing Our mutual and contracted strategic relationship, partnership or agreement together.
- (b) Despite these Terms, before using Our Intellectual Property for any specific purpose You must first seek and obtain Our written permission for such use.
- (c) If We agree to give You written permission under these Terms, You must strictly comply with the terms of the written permission.
- (d) We reserve the right, despite these Terms, to withhold Our permission if We believe, in Our sole and absolute discretion, that Your use of Our Intellectual Property is not in the best interests of the Redflex Group or is or likely to be otherwise in breach of these Terms.
- (e) We can withhold Our permission under these Terms for any reason whatsoever or We may grant Our permission on additional terms (as We deem fit) and You agree to accept Our decision in this regard.

3. USE OF INTELLECTUAL PROPERTY

- (a) If permitted by Us in writing to use Our Intellectual Property under these Terms, You must:
 - (i) comply with, and use Our Intellectual Property according to, the current style applicable to that Intellectual Property currently in use by Us at the time or according to any reasonable direction We may give to You from time to time;
 - (ii) only use Our Intellectual Property in compliance with Our written permission and in no other manner or for no other purpose;
 - (iii) not alter, deface or change the style or colours of any of Our Intellectual Property (other than as published or in public use by the Redflex Group);
 - (iv) not use Our Intellectual Property in any manner that is false, misleading or deceptive or is likely to be false, misleading or deceptive; and
 - (v) not act or omit to do anything that would bring the Redflex Group or Our Intellectual Property into disrepute or damage the goodwill or

reputation of the Redflex Group or the owner entity of the Intellectual Property.

- (b) You must immediately cease and desist the use of Our Intellectual Property if We ask You to cease and desist. We can ask You to cease and desist the use of Our Intellectual Property for any reason whatsoever and You agree to accept Our decision in this regard.

4. ENFORCEMENT OF OUR INTELLECTUAL PROPERTY

- (a) You must not enforce or attempt to enforce Our legal or equitable rights in Our Intellectual Property or threaten to enforce Our legal or equitable rights in Our Intellectual Property.
- (b) Only We can enforce Our legal or equitable rights in Our Intellectual Property.
- (c) If there has been any infringement of Our Intellectual Property by any unauthorised third party and You are or become aware of such infringement, You must inform Us immediately.

5. ASSIGNMENT

You must not assign, novate, sub-licence or otherwise transfer any rights or permissions granted to You under these Terms to any person (nor seek to attempt to do any of these things). Any such assignment, novation, sub-licence or transfer and any purported attempt to do these things will be void and of no effect whatsoever.

6. RELEASE

You release Us from any claim that You may have against Us in relation to the use of Our Intellectual Property under these Terms or otherwise.

7. WARRANTIES

We do not make and You cannot reasonably rely on any warranties in relation to use of Our Intellectual Property under these Terms or otherwise.

8. ENTIRE AGREEMENT

These Terms and the terms of Our written permission together form the entire agreement of the parties in respect of the use of Our Intellectual Property under these Terms. To the extent that there is a signed contract or agreement in place between You and Us and that contract or agreement is inconsistent with these Terms, then the contract or agreement controls to the extent of the inconsistency.

9. GOVERNING LAW

Your use of Our Intellectual Property is governed by the laws of the State of Victoria, Australia and You agree to submit to such laws and the jurisdiction of the Courts of the State of Victoria and the Courts of Appeal from them.

10. WEBSITE TERMS OF USE

These Terms are in addition to the Website Terms of Use and are not in derogation of them.