



# LandTracker

## Product License Terms and Conditions

### 1. Product

The LandTracker product is an intelligent, modern asset management system initially focused on protecting, managing and tracking Australian and International mineral title compliance, agreements, properties and environmental compliance. This document is the License between LandTrack Systems and the Licensee.

### 2. Definitions

- 2.1. The following words have the following meanings in this License document, unless expressly agreed otherwise:

*Asset Templates* means the documents that provide the structure of the data in LandTracker;

*Action Definitions* means the documents that provide the triggers for the actions and corresponding tasks;

*Intellectual Property* has the meaning defined in clause 17.3;

*Configuration* means the setup of the Asset Templates, Action Definitions, View and Reports in LandTracker and those configurations out in clause 4 “Roles and Responsibilities”;

*License Fee* means is the fee payable by the Licensee for the License as set out in clause 7;

*Licensee* means the company that has paid the License Fee for the LandTracker License;

*Managed Configuration Service* means the service specified in clause 6;

*Mines Departments* means any Government department that supplies mining tenure or associated data to LandTrack Systems;

*Reports* means the customised export of data from LandTracker;

*Termination of License Conditions* means the requirements specified in clause 10.4;

*Views* means the customized presentation of the data in LandTracker.

### 3. License

- 3.1. LandTrack Systems hereby grants to the Licensee a non-exclusive, non-assignable, non-sub licensable license to operate LandTracker in accordance with this License for the Licensee’s internal business purposes (the “License”) when the Licence Fee is paid.
- 3.2. By payment of the License Fee to LandTrack Systems the Licensee of LandTracker agrees to the terms and conditions set out in this document.

3.3. The LandTracker License components are:

- Site: Local                      An instance of LandTracker database installed on users MS SQL Server. The Licensee is responsible for backups and administration of this server. Typically, a single site would be sufficient for most companies. Multiple sites can be arranged should the Licensee require it for performance purposes.
  
- OR
- Azure (Cloud Based)              A cloud-based instance on MS Azure SQL Database managed by LandTrack Systems.
  
- Modules                              Modules represent a group of features organised thematically around particular asset classes or requirements. All users are entitled to have access to modules the Licensee has paid access to.
  
- Editors                                The Editors may make changes to the data at any time while logged on to their desktop or laptop computer and using LandTracker. Editor access may be transferred by LandTrack Systems upon request with one (1) days' notice.
  
- Read Only user(s)                      An unlimited number of people within a company may have read only access to LandTracker, where data can be read but not altered.
  
- Managed Configuration Service (optional)              A service whereby LandTrack Systems manages the configuration on behalf of the Licensee. This service includes configuration of Asset Templates, Action Definitions, Views and Reports.

**3.4. By default if the Managed Configuration Service is not adopted by the Licensee, it is the Licensees' responsibility to manage LandTracker's configuration and keeping the configuration up to date with new changes.**

**4. Roles and Responsibilities**

Depending upon which server option is chosen the following configuration options apply:

Configuration Type	SQL Server Database	Azure Database
User Management	Licensee responsibility	LandTrack Systems responsibility
Backups	Licensee responsibility, Master backup available for restoration if required	LandTrack Systems responsibility: Point in Time backups 14 days & running concurrently weekly backups for 8 weeks
Backend Access	Licensee responsibility with a minimum of DBOwner	Licensee responsibility via IP Address register

Server Performance	Licensee responsibility	Basic Azure offering with additional capacity if required
Database Continuity	Licensee responsibility	Secondary Geo-located data centre (optional)

## 5. Azure SQL Database Terms

5.1. This section 5 of this License only applies if the Licensee is using an Azure Database for LandTracker, as this database is hosted on a Microsoft Azure service, our database support is governed by [Microsoft's Online Service Agreement](#). Security in LandTracker's Azure environment is governed by Microsoft's [Azure Trust Centre](#) and is compliant against rigorous [international standards](#).

## 6. Managed Configuration Service Terms

6.1. The Managed Configuration Service has been designed to assist the Licensee in the management of their LandTracker configuration. Depending on the level of service selected LandTrack Systems will perform the required creation, modification and maintenance of configuration items (Templates, Action Definitions, Views and Reports) in the following sequence:

- 6.1.1. Copy the Licensee's LandTracker database to a temporary support database;
- 6.1.2. Perform work on required configuration items and apply to temporary support database;
- 6.1.3. Supply affected configuration items and outcomes (eg. change audit report, screenshots etc) to the Licensee for review and approval;
- 6.1.4. Upon approval, apply changes to the Licensee's live LandTracker database and alert the Licensee at time of change; and
- 6.1.5. Store modified configuration items and clear temporary support database.

6.2. The outcome of this service is required to be reviewed and approved by the Licensee prior to affecting changes to the Licensees' live LandTracker database.

6.3. Notwithstanding anything contained in this License the Licensee agrees to indemnify LandTrack Systems its officers and employers in respect of:

- 6.3.1. all claims or loss in contract, tort (including negligence and or breach of statutory duty);
- 6.3.2. for any special, indirect or consequential damage of any nature whatsoever; or
- 6.3.3. injury suffered for loss of profit, business, contracts, revenues or anticipated savings, by the Licensee by use of the LandTracker Managed Configuration Service.

## 7. License Fee

7.1. The Licencee Fee, Setup Fee and fee structure are agreed between LandTrack Systems and the Licensee and documented in LandTrack System's invoice to the Licensee. Fees are fixed for the duration of the license period only.

7.2. Fees are regularly reviewed and possibly increased to ensure that LandTracker and the company remain sustainable.

7.3. If the License lapses, the Setup Fee will apply to re-activate the License.

## **8. Payment**

8.1. **Standard Payment Terms:** 30 Days from date of invoice.

8.2. The Licensee shall pay 12 months of License Fees in advance according to LandTrack Systems standard payment terms. Shorter payment intervals may be negotiated. Alternate payment intervals are six monthly, quarterly or monthly by credit card.

8.3. Monthly credit card debits can be set up if the Licensee completes a Client Credit Card Authorization Form supplied by LandTracker when requested by the Licensee. There will be a surcharge of 1.1% added for this service. Once completed this entitles LandTrack Systems to debit the agreed amount monthly until the end date stated on the Licensee Credit Card Authorization Form.

## **9. Term of License**

9.1. On payment of the License Fee the License is deemed accepted and the License shall continue for the period the License Fee is paid unless and until terminated pursuant to clause 10 'Termination of License'.

9.2. LandTracker can be installed on either the Licensee's computers, or on computers hosted by a third-party technical support partner.

## **10. Termination of License**

10.1. LandTrack Systems may, by giving written notice to the Licensee, terminate the License with immediate effect if:

10.1.1. The Licensee fails to pay the License Fee within 14 days of dispatch of a reminder that they are overdue in payment; or

10.1.2. The Licensee commits a material breach of its obligations under this License and fails to rectify the same within 30 days of being notified.

10.2. The earliest the Licensee can terminate the License is 3 months after its commencement date.

10.3. If the Licensee decides to terminate the License, LandTrack Systems must be notified in writing, with 30-days prior notice, sent by email directly to LandTrack Systems at [support@landtrack.com.au](mailto:support@landtrack.com.au).

10.4. The Licensee is obliged to do the following if this License is terminated, for whatever reason:

10.4.1. Stop using LandTracker;

10.4.2. Uninstall all installed versions of LandTracker on all devices;

10.4.3. Delete any stored versions of LandTracker on any media;

10.4.4. Confirm by email (support@landtrack.com.au) to LandTrack Systems that clauses 10.4.1, 10.4.2 and 10.4.3 have been executed and fulfilled by the Licensee.

10.5. If the Licensee still continues to use, or fails to fulfil the Termination of License Conditions in clause 10.4, LandTrack Systems has the right to invoice The Licensee for the full value of LandTracker for the period of use.

10.6. LandTrack Systems has the right to implement and execute processes to stop unlicensed use of LandTracker.

10.7. Upon LandTrack Systems receiving notification from the Licensee pursuant to 10.4.4 of the License, The Licensee will be entitled to a pro-rata (rounded to full months only) refund of remaining License Fees for the remaining License period.

10.8. The License will terminate at this point and all tangible manifestations of Confidential Information will be destroyed, including the deletion of all electronic copies of the Licensee's data.

## ***11.No Transfer of Ownership***

11.1. The Licensee cannot transfer the License to anyone, including a person, group, entity, trust or company.

## ***12.Disclaimer***

12.1. Data downloaded by LandTracker is subject to terms and conditions and licenses of the different State's Mines Department's websites where the LandTracker operational data is sourced, the Licensee by use of LandTracker accepts the various Mines Departments' terms and conditions. Additionally, LandTrack Systems accepts no liability for:

12.1.1. any claims or loss in contract or tort (including negligence and or breach of statutory duty);

12.1.2. for any special, indirect or consequential damage of any nature whatsoever; or

12.1.3. injury suffered for loss of profit, business, contracts, revenues or anticipated savings, due to missing or inaccurate data derived from the various State Mines Departments websites.

12.2. While all due care is taken with the accuracy of LandTracker, LandTrack Systems accepts no liability for:

12.2.1. any claims or loss in contract or tort (including negligence and or breach of statutory duty);

12.2.2. for any special, indirect or consequential damage of any nature whatsoever; or

12.2.3. injury suffered for loss of profit, business, contracts, revenues or anticipated savings,

12.2.4. any loss or damages,

incurred by incorrect information in LandTracker or for loss of function or performance of LandTracker,

## **13. Indemnity**

- 13.1. Notwithstanding anything else in these terms and condition of use the Licensee agrees to indemnify LandTrack Systems, its officers and employees in respect of:
- 13.1.1. any claims or loss in contract or tort (including negligence and or breach of statutory duty);
  - 13.1.2. for any special, indirect or consequential damage of any nature whatsoever; or
  - 13.1.3. injury suffered for loss of profit, business, contracts, revenues or anticipated savings, suffered by the Licensee by use of the LandTracker data and LandTracker.

## **14. Upgrades and Support**

- 14.1. During the License period, the Licensee shall have the right to download and use all new builds, hotfixes and versions of the LandTracker software.
- 14.2. All computers using LandTracker must have Internet access for License activation and automatic periodical License validation.

### **14.3. Updates and Bug Fixes:**

Updates required by changes to Mineral Titles Online (or the other States equivalent databases) will be released as soon as possible after the change has been made. Serious software bugs without any workaround will also be fixed as soon as possible. Response times for fixes cannot be guaranteed, but the target timeframe is within a week. Update notifications will be published by email, and users can automatically install the latest versions by using the built in **Check for Updates** function. All updates and bug fixes are included under the License.

### **14.4. Support:**

- 14.4.1. The License allows each full time Editor, one hour of phone support per month, plus unlimited email support. Additional support and training will be charged at our standard hourly rate, including travel time. Remote online support is also offered. It is the responsibility of The Editor to provide training and support all additional users listed under the License.
- 14.4.2. Support is only guaranteed during normal Australian Western Standard Time office hours being Mon-Fri 8:30 am - 4:30 pm, with a maximum of half-day response times being the LandTrack Systems' target. The support contact number is 1300 659 454 and email [support@landtrack.com.au](mailto:support@landtrack.com.au)
- 14.4.3. Formal group training courses may be offered for all users at the discretion of LandTrack Systems.
- 14.4.4. It is the responsibility of the Editors to train the Read-Only Users.
- 14.4.5. If Minimum system requirements as defined in the System Requirements Document are not met, we reserve the right to charge for any subsequent support issues.

## **14.5. Requesting New Features:**

14.5.1. Licensees are encouraged to suggest enhancements to, and new features for LandTracker. These will be classified and acted on according to the following criteria:

- Enhancements that are simple to add (e.g. a new report) and add value to all users of LandTracker will be included for free in a future release of LandTracker;
- More complex enhancements, or enhancements that are of only minor benefit to other users will be quoted on and charged on a cost-recovery basis;
- Significant new features that are unlikely to benefit other users will be quoted on and charged at \$200/hr development time.

## **15. Security**

Keeping the Licensee's LandTracker data confidential and secure is of paramount concern to LandTrack Systems. To this end we have the following security procedures and systems in place, and are regularly reviewing our security to address new threats:

### **15.1. Dedicated Server**

A dedicated server is used to manage all Licensee's data that is used solely for LandTracker and access to the server is protected through a firewall. The Licensee accesses the data through a secure and encrypted channel using the LandTracker application.

### **15.2. Physical Security**

The server, and backups of the server (including the Licensee's databases) are stored in a secure datacentre with alarms and access control. Offsite database backups are kept secure and locked up.

### **15.3. Password Security**

All passwords used to secure the server and access are of a minimum length and are randomly generated. Copies of passwords used are kept in encrypted files.

### **15.4. Internet Security**

Data is replicated between LandTrack Systems and customer sites using SQL Server Replication over SSL. This technology is widely used at enterprise level for mission critical applications such as banking and online bookings.

An introduction to the technology is here:

[https://msdn.microsoft.com/en-us/library/ms151198\(v=sql.120\).aspx](https://msdn.microsoft.com/en-us/library/ms151198(v=sql.120).aspx)

and more specifically, [https://msdn.microsoft.com/en-us/library/ms151763\(v=sql.120\).aspx](https://msdn.microsoft.com/en-us/library/ms151763(v=sql.120).aspx)

Our setup is following best practices (where possible) as outlined in this article:

[https://msdn.microsoft.com/en-us/library/ms151227\(v=sql.120\).aspx](https://msdn.microsoft.com/en-us/library/ms151227(v=sql.120).aspx)

Limitations are imposed primarily by client firewall configurations. Some of the security considerations are:

- Each site uses unique, randomly generated long passwords;

- No site has permissions on another site's data;
- All data transmitted across the Internet is encrypted using 128-bit SSL;
- All sites must be explicitly added to the publication list;
- All stored passwords are encrypted;
- All database backups are encrypted.

## **16. Confidentiality**

- 16.1. LandTrack Systems agrees to maintain all confidential information, meaning any technical or business information supplied by the Licensee in connection with the License, in the strictest confidence.
- 16.2. LandTrack Systems retains ownership of all Intellectual Property created that may arise from the confidential information. If an unauthorized disclosure, by inadvertence or any other manner whatsoever, LandTrack Systems will immediately inform the Licensee of the information including, but not limited to: the nature of the disclosure; to whom the information has been disclosed; when the disclosure occurred; and what actions have been taken to reduce any impact of the disclosure.

## **17. Intellectual Property**

- 17.1. In the absence of a formal written agreement to the contrary, LandTrack Systems retains all Intellectual Property which exists in any Knowhow furnished to the Licensee under this License shall remain the property of LandTrack Systems and shall not vest in the Licensee.
- 17.2. The ownership of any and all Intellectual Property which exists in any changes, modifications, adaptations or improvements made to LandTracker or Knowhow by the LandTrack Systems shall remain with LandTrack Systems.
- 17.3. Intellectual Property means all rights which may subsist in any part of the world in Knowhow including Australia and foreign patents, registered and unregistered designs and copyright.
- 17.4. Knowhow in this clause 17 means all those patentable and non-patentable inventions, discoveries, improvements and process and copyright works, computer programs and designs related directly or indirectly with LandTracker.

## **18. License Restrictions**

- 18.1. The Licensee may not make any use of LandTracker except as permitted by the License and may not do or authorise the commission of any act that would or might invalidate or be inconsistent with LandTrack System's Intellectual Property in LandTracker. Without limiting the foregoing provisions, the Licensee agrees and acknowledges that it must not and shall not, and will not permit any person to:

- 18.1.1. license, sublicense, resell, assign, transfer, distribute, or provide others with access to LandTracker;



- 18.1.2. “frame”, “mirror” or serve any instance of LandTracker on any web server or other computer server over the Internet or any other network; or
  - 18.1.3. copy, alter, modify, create derivative works from, reproduce, resell, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance LandTracker (except as expressly permitted by the Copyright Act 1968 (Cth)); or
  - 18.1.4. alter, remove or tamper with any trademarks, any patent or copyright notices, or any confidentiality legend or notice, or any numbers, or other means of identification used on or in relation to the LandTracker.
- 18.2. The Licensee must not use LandTracker in any way which is in breach of any statute, regulation, law or legal right of any person.
- 18.3. The Licensee is subject to the various State’s copyright law for any information obtain by the use of LandTracker.

## 19. Change History

Version / Date	Changes
31/08/2020	4. Roles and Responsibilities – Backups – new backup cadence changed to: Point in Time backups for 14 days & weekly backups for 8 weeks

