

## **CivilPro - End User License Agreement**

This End User License Agreement (EULA) is a legal agreement between you (both the individual installing the Downloaded Software and any single legal entity for which the individual is acting) as a licensee of the Software (You or Your) and CivilPro Software (CPS).

Please read this agreement carefully. By taking any step to set up or install the Software means that you accept all the terms of this EULA. Permission to download and/or use the Software is expressly conditioned on you following these terms. Written or electronic approval is not required to make this agreement valid and enforceable. If you do not agree to all of the terms of this agreement, you are not authorised to use or download the Software and must stop installing it or uninstall it, as applicable.

CPS reserves the right to amend the terms of this Agreement at any time and will post a notice on its website giving notice of that change for a period of 30 days. Following CPS' posting of the amendment notice on CPS' website, your subsequent access to or use of the Software and Documentation will constitute an acceptance of those amendments.

### **DEFINITIONS**

1.1 Documentation means written documentation, specifications and help content made generally available by CPS to aid in installing and using the Software.

1.2 Intellectual Property Rights means all copyright, patents, design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, database rights, rights to confidentiality, intellectual and industrial property rights and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration in all parts of the world.

1.3 Software means CivilPro.

## **PRODUCT LICENCE**

2.1 Limited Licence. Subject to your compliance with this Agreement and this Agreement's restrictions, CPS grants to You a limited, non-exclusive, non-transferable, royalty-free licence (without the right to sublicense):

(a) to install a single copy of the Software;

(b) to use the Documentation in support of the Software; and

(c) to make one copy of the Software solely for backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on the copy.

2.2 Restrictions. You will not copy or use the Software or Documentation except as expressly permitted by this Agreement. You will not transfer, sublicense, rent, lease or lend the Software, or use it for third-party training, commercial time-sharing or service bureau use. You will not Yourself, and will not allow any third party, directly or indirectly to modify, reverse engineer, adapt, sub-license, translate, sell, disassemble or decompile any portion of the Software or the Documentation nor make any products derived from them, except to the extent expressly permitted by applicable Australian law. You will not use the Software on multiple processors without CPS' prior written consent.

2.3 Ownership. CPS or its licensor retains all rights, title and interest in and to all Intellectual Property Rights in the Software and Documentation, and any derivative works thereof. You acknowledge that You do not acquire any Intellectual Property Rights, express or implied, in the Software and Documentation beyond the limited license set forth in this Agreement.

2.4 Intellectual Property Infringement. If You become aware of any infringement or suspected infringement by any third party of any Intellectual Property Rights in the

Software or Documentation, you must immediately notify CPS and must, at the request of CPS, take such action as CPS may reasonably deem appropriate to protect its Intellectual Property Rights. If You become aware of any actual or potential claim which may be made against CPS or You, alleging that the Software or Documentation infringes any third party's Intellectual Property Rights, You must immediately notify CPS of that claim, and do all reasonable things or take any necessary action, at the request of CPS, to defend that claim.

2.5 No Support. CPS has no obligation to provide support, maintenance, upgrades, modifications or new releases (Upgrades) for the Software or Documentation under this Agreement. However, if Upgrades are provided by CPS, the use of such Upgrades is governed by this Agreement and is subject to the licence and restrictions in this clause 2, unless different terms accompany the relevant Upgrades in which case those terms will apply.

## **WARRANTY DISCLAIMER**

To the fullest extent permissible by law, the Software and documentation are provided without any representations or warranties, and you agree to use them at your sole risk. Nothing in this agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by legislation which cannot be lawfully excluded or limited (each a "non-excludable provision"). Such legislation includes the Australian Consumer Law which contains guarantees that protect the purchasers of goods or services in certain circumstances. Subject to CPS' obligations under the non-excludable provisions and to the fullest extent permissible by law, CPS expressly disclaims all warranties of any kind with respect to the Software and documentation, whether express, implied, statutory, or arising out of course of performance, course of dealing or usage of trade, including any warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title or non-infringement.

## **DAMAGES AND REMEDIES FOR BREACH**

You agree that any breach of this Agreement's restrictions would cause CPS irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which CPS may be entitled, you agree that CPS may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

## **TERMINATION**

This Agreement is effective until terminated. CPS may terminate this Agreement at any time upon Your breach of any provision. If this Agreement is terminated, Your licence to use the Software and the Documentation will immediately terminate and You must stop using the Software, permanently delete it from the equipment where it resides, and destroy all copies of the Software and Documentation in Your possession, confirming to CPS in writing that You have done so. Sections 2.2, 2.3, 2.4, 3, 4, 5 and 6 will continue in effect after this Agreement's termination. Any termination of this Agreement is without prejudice to any right, action or remedy which has accrued, or which may accrue in favour of CPS.

## **GENERAL TERMS**

6.1 Law. This Agreement and all matters arising out of it are governed by the laws of Queensland, Australia, and the parties irrevocably consent to the exclusive jurisdiction and venue in the courts of that State and the Commonwealth of Australia. Application of the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded.

6.2 Limitation of Liability. Subject to the obligations of CPS under the Non-excludable Provisions and to the fullest extent permissible by law, neither CPS or its subsidiaries nor CPS's suppliers will be liable (whether in contract, negligence or anything else) to You or to any third party:

(a) for any inability to use any third-party equipment or access to data, for loss or corruption of data, loss of business, loss of profits, loss of revenue and anticipated

savings, business interruption or the like (whether such loss or damage is direct or indirect); or

(b) for any indirect, incidental, punitive, special, or consequential loss or damage whatsoever, in each case, arising out of the use or inability to use the Software or Documentation, even if CPS has been advised of the possibility of such damages or if such damages are foreseeable. Subject to the obligations of CPS under the Non-excludable Provisions and to the fullest extent permissible by law, in no event will CPS's liability for all damages exceed the amounts actually paid by You to CPS for the Software. To the fullest extent permitted by law, the liability of CPS for a breach of a Non-excludable Condition is limited to a refund of the amount paid for the Software.

Notwithstanding this clause 6.2 or anything else contained in this Agreement, neither party's liability for death or personal injury resulting from its own negligence shall be limited.

6.3 Indemnity. You indemnify, defend and hold harmless CPS in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:

(a) any breach of this Agreement by You;

(b) Your negligent acts or omissions; or

(c) Your use of the Software, including any third-party claims made in connection with, or arising out of, Your use of the Software and Documentation.

6.4 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable for any reason, then where such provision can be read down as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and in any other case, such provision must be

severed from this Agreement in which event the remaining provisions will continue in full force and effect as if the severed provision had not been included. The waiver by either party of any default or breach of this Agreement will not waive any other or subsequent default or breach.

6.5 No Assignment. You must not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without CPS' prior written consent. Any purported assignment, transfer or delegation by You will not be effective. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. You agree, represent and warrant that You will not export the Software or any underlying technology in contravention of any applicable U.S. or foreign export laws and regulations.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This Agreement may not be modified or amended without CPS' prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.