CivilPro Terms and Conditions of Sale

Subject to the terms of any other applicable written agreement you (**"you"**) have with CPS, CPS' sale of Software are governed by these terms and conditions of sale (**"Terms"**). These Terms include the Basic Order Terms (defined below) specified on an order accepted by us. "**CPS", "we"** or **"us"** means CivilPro Software Pty Ltd or its affiliate identified on our order acknowledgment. Every order you place with us is conditioned upon and confirms your acceptance of these Terms. Any contrary terms or conditions appearing on your orders or associated purchase documentation will be of no effect. No waiver, modification, or addition to these Terms, or any assignment of your rights or obligations under them is valid or binding on us unless in writing and signed by our authorised representative. These Terms and the other applicable agreements you enter into with CPS constitute the entire agreement between you and CPS for your purchase and use of Software. Each accepted order will be interpreted as a single set of Terms, independent of other orders.

1. ## Definitions

"**Software**" means any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by CPS to you. Software includes, software locally installed on your systems and software accessed by you through the Internet or other remote means (such as websites, portals, software-as-a-service ("SaaS") and "cloud-based" solutions).

"**Services**" means any services provided by CPS as described in one or more Service Agreements.

"**Service Agreements**" are service contracts such as for support & maintenance or professional services, "Statements of Work," and any other such mutually agreed upon documents. These Terms do not apply to Service Agreements which have their own terms and conditions.

2. ## General

2.1 Quotes, Validity of Orders: Our quotations are non-binding unless otherwise expressly stipulated in writing. Orders are accepted as valid and binding only when confirmed by us in writing. Orders cannot be cancelled for any reason without our prior written consent.

2.2 Basic Order Terms: All orders must include the following information: (i) the Software ordered and quantities, (ii) prices, and (iii) delivery instructions, (collectively, **"Basic Order Terms"**). All Basic Order Terms are fixed and final upon our acceptance of the order.

2.3 Software Licenses. All Software is licensed or provided as a service and is not sold. Software is subject to the separate agreements provided by CPS in connection with the Software, including but not limited to any software licenses, product guides, operating manuals or other documentation (such as an End User License Agreement ("EULA"), Terms of Use or Terms of Service) (collectively, **"User Agreements"**). You agree that you will be bound by such User Agreements. If there is a conflict or inconsistency between these Terms and those of a User Agreement, the terms of the User Agreement will control. If a User Agreement or other license terms do not accompany Software included with a Service, then CPS hereby grants you a personal, non-exclusive, revocable, non-assignable right to access and use such Software solely as necessary for you to enjoy the benefit of the Service. Nothing in these Terms shall be construed to grant any rights or license to use any Software in any manner or for any purpose not expressly permitted by the applicable User Agreement.

3. **Delivery**

3.1 Delivery time: Delivery times are established when CPS accepts your order in writing. We will use commercially reasonable efforts to meet your requested delivery dates, unless you are in default under these Terms or our performance is otherwise excused. We are not liable for late or delayed delivery. Late delivery is not a basis for your cancellation of any order.

3.2 Delivery terms: Software may be delivered electronically at CPS' option. Title to the Software will remain with CPS or its licensors.

4. **Acceptance, Inspection, Notice of Nonconformance**

Your acceptance of ordered Software is deemed to occur when the Software is activated or otherwise made available for your access or use, whichever date is earlier.

6. **Pricing, Terms of Payment, Taxes**

6.1 Unless we state otherwise in writing, payment terms are monthly in advance. Your first invoice will include charges for 2 months (or part thereof). You will make payment in the currency indicated on the invoice. We are entitled to offset payments against prior debt balances in your account.

6.3 We reserve the right to charge interest on all overdue sums owing to us under these Terms at the rate of 1.5% per month (or the highest legal limit if lower than said amount), measured from the date the sums in question became payable to the date on which we receive full payment.

6.5 You are liable for any costs incurred by us if you change or cancel any order, and for all costs of collection of past due amounts (including our legal costs).

6.6 Our stated prices for Software do not include applicable sales taxes, Goods and Services Tax, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes or similar charges, all of which are your responsibility to pay.

7. **Limited Warranty**

7.1 Software: Unless the User Agreement accompanying any Software grants you different rights or disclaims all warranties, we warrant to you, and only to you, that our Software will substantially conform to the functional specifications and current documentation provided by CPS for a period of 90 days. During the warranty period, our liability and your exclusive remedy is limited to receiving a credit for any Software subject to the warranty in this Section 7.1,

7.2 Warranty Exclusions: The foregoing limited warranty only applies if and to the extent that (a) the Software is properly and correctly maintained and operated in accordance with our applicable documentation and specifications, and (b) the Software is not modified or misused. This limited warranty does not apply to, and we are not responsible for defects or performance problems resulting from (i) the combination or use of the Software with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by us; (ii) operating the Software under any specification other than, or in addition to, our standard specifications for them or (iii) the unauthorised installation, modification, repair or use of the Software. We do not warrant or guarantee the results obtained through the use of the Software. We make no warranties under these terms with respect to services, which if provided hereunder are provided "as-is".

7.3 Warranty Disclaimer: the foregoing limited warranty terms are in lieu of all obligations or liabilities on our part arising out of, or in connection with, our software and state our entire liability and your exclusive remedies relating to them. except as otherwise expressly provided in these terms, the software and any accompanying documentation are provided "as-is" and without express or implied warranty or condition of any kind, either by us or anyone who has been involved in its creation, production, installation, or distribution, including, but not limited to, the implied warranties or conditions of merchantability and

fitness for a particular purpose, satisfactory quality, title, and noninfringement. Additionally, we make no express or implied warranty that software provided to you in connection with these terms, is or will be secure, accurate, complete, uninerrupted, free of errors, or free of viruses, or other malware or program limitations. some jurisdictions do not allow limitations on duration or the exclusion of an implied warranty, so the above limitation may not apply or fully apply to you.

8. Warranty Procedures

8.1 Determination of Warranty Applicability: we reserve the right to refuse warranty services if the Software date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded under Section 7.2 above. Following our examination of your claim, we will notify you of warranty status.

8.2 Not Responsible for Lost Data: we are not responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media serviced by us, or stored or hosted by us in connection with a Software service we provide, or for the consequence of such damage or loss, (such as business loss in the event of system, program or data failure). You are solely responsible for backing up data and removing all features not covered by warranty prior to seeking Software support. Any Software sent to CPS for support may be returned to you configured as originally provided to you by CPS.

9. Limitation of liability

Our entire liability for any and all claims arising out of or in connection with these terms is limited to the amounts you actually paid to us under the terms. Further, neither we nor our suppliers are liable for any incidental, consequential, punitive damages or other damages, or loss of profits, loss of revenue, loss of data, loss of use of the Software or any associated equipment, costs of cover, downtime and user time or for breach of any express or implied warranty or conditions, breach of contract, negligence, strict liability or any other legal theory related to the Software. Except to the extent prohibited by applicable law, any implied warranty of satisfactory quality or fitness for a particular purpose applying to the Software is limited in duration to the duration of the warranty specified in section 7, above. You and we agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for CPS sale of Software to you, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or specified other damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply, or may not fully apply to you.

10. Intellectual Property Ownership

You agree that CPS owns all right, title and interest to all intellectual property and other proprietary rights to documents and materials, calculations, drawings, models, plans, sets of tools, technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Software and any accompanying documentation or information derived from the foregoing. You shall take reasonable precautions to prevent unauthorised access and use of the Software and documentation by third parties. To the extent permitted by relevant law, you shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so. You are prohibited from, and shall prevent any third party from, removing, covering or altering any of our patent, copyright or trademark notices placed upon, embedded in or displayed by the Software or their packaging and related materials. We reserve all rights in the Software not specifically granted to you under these Terms.

13. Default

We reserve the right by written notice of default to cancel or indefinitely suspend an accepted order and to refuse additional orders if: (i) you default in performing your obligations under these Terms, (ii) you cease business operations or enter into any bankruptcy, insolvency, receivership or like proceeding not dismissed within 30 days, or assign your assets for the benefit of creditors, or (iii) when obtaining third-party financing in connection with your Software purchase(s) you fail to do so in a timely manner on terms satisfactory to us.

14. Applicable law – Settlement of Disputes

These Terms and any dispute, claim or controversy arising therefrom shall be governed by the laws of Queensland, Australia.

15. Severability

These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

16. Force Majeure

Neither party will be liable for non-performance (except for payment obligations) due to causes beyond its reasonable control, provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

17. Online Privacy

Our Privacy Statement is published at https://www.civilpro.com/privacy and incorporated herein by this reference.

18. Notices

Any notice or other communication given by either party to the other regarding these Terms will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five (5) business days after mailing (postage prepaid), addressed to the party at its notice address. Either party may change its notice address by written notice to the other. Your notice address will be the address appearing on the accepted purchase order. Our notice address is the address stated in the Quote.