

This agreement is concluded between

The Supplier: Inner Range Pty. Ltd. ACN 007 103 933
of 1 Millennium Court Knoxfield, Victoria 3180, Australia

and the User:

The Software:

This End-User Licence Agreement (EULA) governs the download, installation, copying and/or use of the Software owned by the Supplier and related documentation. Please read the terms and conditions of this EULA before downloading, installing or otherwise using the Software. You or on whose behalf you are authorized to accept the terms and conditions of this EULA (User) are deemed to accept the terms and conditions of this EULA by clicking "I agree" or when you download, install, copy or use the Software (whichever occurs first), which is legally enforceable against the User. You represent to the Supplier that you are duly authorized as agent of the User by your actions in relation to the Software.

If you do not agree to the terms and conditions of this EULA or you are not authorized to accept the terms and conditions of this EULA by the User, you must immediately cease to download, install, copy or use the Software and notify the Supplier to that effect.

The Supplier and the User hereby agree that:-

1. The Software and related documentation are licensed, not sold. Any rights not clearly and expressly granted to End User under this EULA are reserved to the Supplier. Provided all applicable fees in relation to the Software has been received by the Supplier, the Software is registered with the Supplier, and the User has otherwise complied with this EULA, the Supplier grants User a personal, non-exclusive, non-transferable, limited licence for the User's own use and for the intended purpose specified by the Supplier, subject to the terms of this EULA.
2. To the extent a software product key is provided, the licence to use, conferred by such Software product key, may only be activated on a single terminal (whether a computer, laptop, server or the like) at any point in time and should the User wish to transfer this activation from one server to another then arrangements must be made with the Supplier to facilitate this transfer. The Supplier reserves the right to withhold its co-operation in instances where it has reason to believe that the User is seeking to circumvent or compromise the Supplier's licencing requirements.
3. The User may use the Software on a network only if each individual accessing the Software through the network uses a copy of the Software that is properly licensed and purchased in accordance with the Supplier's commercial model. This includes all forms of remote desktop style applications.

The Supplier and the User hereby agree that:- (cont.)

4. The User warrants that it will never sell or distribute the Software, with or without charge to any third party. The User further warrants that it will not rent, lease or loan the Software to a third party and will not, without written permission from the Supplier, use the software as part of a service, hosted or otherwise, for which the User directly or indirectly charges a fee. The User acknowledges that a separate commercial contract with appropriate licenses and charges is available for this specific purpose and may be entered into with the Supplier.
5. The User agrees that in certain circumstances in order to provide the support required by the User it may necessary for the Supplier to collect and use certain technical data relating to system performance and related information, including but not limited to personal information. The User consents to the collection of such information and the Supplier may use this information, as long as such use is compliant with the Supplier's privacy policy, to provide support to the User and to improve its products and/or to provide services or technologies to all Users. Notwithstanding anything to the contrary as maybe agreed otherwise by the parties, the Supplier shall be relieved from any obligation to provide Software updates or upgrade, technical support or services, or any consequence of the interruption of the Software, if the User has failed to provide the Supplier with the necessary technical data or information pursuant to the foregoing provisions.
6. The User understands, agrees with and accepts that it is solely responsible to ensure that the Software is always run on hardware that is adequate for the peak loads that can be reasonably anticipated given the known parameters of the system, the environment and the situation in which the software is deployed. This includes cases where the Software is run on a virtual machine and in such cases the User undertakes to ensure that the resources of the virtual machine host are not oversubscribed and that the resources available to the virtual machine guest and to run the Software, are always sufficient for the peak workload even in the case of simultaneous peak workloads of all other guests and the hypervisor itself.

Demonstration, Development, QA, Beta and Upgrade Versions

7. If the Supplier designates any copy of the Software as a "Demonstration", "QA", "Development" or "Evaluation" version, the User may use the Software solely for evaluation purposes for the agreed period. The User acknowledges that use of the Software beyond the agreed evaluation period violates the Suppliers rights.
8. If the Supplier designates any copy of the Software as a "Beta" version The User acknowledges that it understands that such a version of the Software has been supplied at the request of the User either to accommodate an urgent requirement of the User or as part of a demonstration and test of new features and functions. The User further acknowledges that it understands that Beta software by its nature has not been tested to the normal commercial standards that apply to general release Software and that the deployment of any designated Beta version of the Software is undertaken entirely at the User's risk. The User voluntarily assumes all risk associated with the usage of Beta version Software.

Demonstration, Development, QA, Beta and Upgrade Versions (cont.)

9. If any Software is designated by the Supplier as an upgrade product, then the User may only use such Software if the User is also currently a licensed user of the base product to which the upgrade applies. Unless the Supplier's documentation for an upgrade specifically provides, the User shall not separate upgrade products from base products, nor transfer them separately. The Supplier reserves the sole and exclusive right to set policies and prices regarding its Software updates, upgrades and enhancements. This EULA applies to any such upgrades.

Compliance with Licences

10. The User agrees that upon request from the Supplier or the Supplier's authorized representative, the User will, within thirty (30) days, certify that use of the Software is in compliance with this EULA and permit access to the Supplier to conduct such audit as deemed necessary by the Supplier in order to verify such compliance. The User agrees that the Supplier may audit the User's use of the Software for compliance with these terms at any time, upon reasonable notice.
11. The User shall not modify the whole or any part of the Software or combine or incorporate the whole or any part of the Software in any other program or system. The User must not decompile, disassemble, extract or otherwise reverse engineer any part of the Software. No right is granted to the User to obtain or use any source code for the Software or create derivative works, nor to copy, reproduce, modify, adapt, disassemble, reverse engineer, disclose, rent, lease, loan, sell, distribute or use all or any part of the Software in any way except as expressly provided for in this EULA. The User shall be responsible for protecting the software at all times from unauthorised access, misuse, abuse or damage.
12. The User understands and agrees that if the User, their system installer or any other agent on their behalf, deploys any third party software which makes an SQL Connection to any of the underlying SQL Databases, then in such deployments the Supplier can no longer be held responsible for any performance issues encountered in any part of the Software. This includes any requests for technical support. If such third party software is deployed and the Supplier is not informed of such deployment prior to providing technical support in good faith, the Supplier reserves the right to charge and the User agrees to pay, professional service fees for all time expended by the Supplier's technicians and engineers to attempt to resolve associated support issues. Any charges levied by the Supplier in accordance with the provisions of this clause will be charged at the then current hourly rates for professional services.

The User shall not alter or remove any copyright or other proprietary notice that appears on or in the Software.

Warranties and Liability

13. THE SUPPLIER WARRANTS THAT THE SOFTWARE WILL PERFORM IN SUBSTANTIAL CONFORMANCE WITH THE SPECIFICATIONS FOR 90 DAYS FOLLOWING USER'S INSTALLATION OF THE SOFTWARE. THIS IS THE ONLY WARRANTY. THE SUPPLIER MAKES NO WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR BE COMPATIBLE WITH ANY OTHER SOFTWARE OR SYSTEM. THE WARRANTY DOES NOT COVER MISUSE OR ABUSE, IMPROPER INSTALLATION, USE OR MAINTENANCE, MODIFICATION OF THE SOFTWARE OR ANY PART THEREOF, OR MALFUNCTION CAUSED BY ANY EQUIPMENT OR SOFTWARE NOT PROVIDED BY THE SUPPLIER.

THE SUPPLIER'S SOLE OBLIGATION AND USER'S EXCLUSIVE REMEDY FOR ANY WARRANTY FAILURE IS FOR THE SUPPLIER, AT ITS OPTION, TO REPAIR THE DEFECT, REPLACE THE SOFTWARE, REFUND THE COST OF THE WRITTEN DOWN VALUE OF THE SOFTWARE OR PAY THE COST OF REPAIR OR REPLACEMENT OF THE SOFTWARE OR ANOTHER SOFTWARE WITH SIMILAR FUNCTIONALITY.

UNLESS OTHERWISE STATED ABOVE AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THIS SOFTWARE REMAINS WITH USER.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE SUPPLIER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SPECIAL DAMAGES, INCLUDING LOST DATA, LOST REVENUES OR LOST PROFITS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE SUPPLIER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF ANY AMOUNTS PAID TO THE SUPPLIER IN THE PERIOD OF 6 MONTHS PRIOR TO THE DATE OF USER'S CLAIM.

Termination

14. The licence may be terminated by the Supplier should the User fail to comply with, or be in breach of, any of the terms, conditions or limitations contained in this agreement. This includes failure to pay any applicable licence or other fees, or infringement of the Supplier's rights in the Software. The Supplier will provide notice regarding termination in writing, to the last known contact details of the User. It is incumbent upon the User to promptly inform the Supplier when their notification details change. If the licence is terminated under the terms of this clause then the User must immediately cease all use of the Software and destroy and/or delete all copies of the Software in its control.
15. The User may terminate this agreement at any time (with no obligation on the part of the Supplier) by destroying all copies of the Software, deleting all copies of the Software from all hard drives, ceasing all use of the Software and documentation; and providing satisfactory proof (which may include permitting access to the Supplier to audit) and written assurance to the Supplier that this has been done.
16. In so far as is practical all of the undertakings, conditions, warranties, disclaimers and limitations contained in this agreement shall continue in force even after any rights to use the Software are terminated.

General Conditions

17. User agrees that User will not, directly or indirectly, export, transmit, permit access or use the Software or any part thereof, or system or solution incorporating the Software to or in any country to which export, transmission or access is restricted by regulation, statute or laws of Australia, the United States, the European Union, or any other applicable jurisdiction, or shall be authorized by the Department of Defence of Australia or any other competent government entity that may have jurisdiction over export or transmission of the Software. User further agrees that User will not use, transfer or access the Software for any use relating to any nuclear, chemical or biological weapons, or any other military usage unless otherwise authorized by the Department of Defence of Australia or any other competent government entity.
18. This EULA shall be governed by and construed under the laws of the State of Victoria, Australia and the Commonwealth of Australia. If any provision of this EULA is held to be unenforceable, the remaining provisions shall remain in full force and effect.
19. User agrees that this EULA is deemed to be entered into at Melbourne, Australia, and further agrees that any legal or equitable dispute brought or arising under this EULA shall be brought in the State and Federal courts in Melbourne, Victoria, Australia. This EULA constitutes the entire Agreement between USER and the SUPPLIER in relation to the use of the Software and related documentation, and shall not be modified except in writing signed by the SUPPLIER.

**END USER LICENCE
AGREEMENT**



This is an agreement between Inner Range Pty. Ltd. ACN 007 103 933 of 1 Millenium Court, Knoxfield, Victoria, Australia and

Name: _____
Address: _____
ACN/ABN/COMPANY ID: _____

The parties agree that the attached End User Licence Agreement (EULA) represents the agreed End User Licence Agreement that is normally required to be accepted on installation of the _____ software and supersedes it.

Executed for and on behalf of Inner Range Pty. Ltd. ACN 007 103 933 by its authorised representative in the presence of:

Signature: _____

Name: _____

Title: _____

Date: _____

Witness Signature: _____

Witness Name: _____

Executed for and on behalf of

_____ by its authorised representative in the presence of:

Signature: _____

Name: _____

Title: _____

Date: _____

Witness Signature: _____

Witness Name: _____

*Revision History:
INTEGRITI EULA Version (1.) 9/17
INTEGRITI EULA Version (2) 03/19
EULA Version (3) 08/19*