Maptek Software End User Licence Agreement

EFFECTIVE DATE: March 8th, 2024

1. Introduction

a. Please read the following terms and conditions carefully. You must accept them to use this software. Certain capitalised terms used in these terms and conditions are defined in clause 3 below.

b. This Agreement is a contract between the Licensor and the Licensee, and constitutes the terms and conditions set out below together with any Licence Details.

c. By using the Software, you are deemed to agree (both for yourself and on behalf of the Licensee) to this Agreement. If you do not or the Licensee does not agree to this Agreement, you must not use the Software and must immediately notify the Licensor, return or delete the Software and comply with clause 20(e).

d. This Agreement applies to all Software and Related Products (including Workbench and all other Available Applications other than Separately-Licensed Applications), including any Software that may be licensed by the Licensee after acceptance of this Agreement. By using any Separately-Licensed Application, you are deemed to agree (both for yourself and on behalf of the Licensee) to any EULA for that Separately-Licensed Application.

e. The Software is protected by copyright and other intellectual property laws and treaties.

f. The Software is licensed, not sold, by the Licensor to the Licensee on the terms of this Agreement.

g. Any third-party software that may be provided to the Licensee or used in conjunction with the Software will be subject to any applicable third-party software licence terms.

2. Workbench

a. Maptek is the provider of Workbench, which is a platform for licensing, downloading, installing and accessing Available Applications.

b. Available Applications are either:

   i. “Software”, which is licensed by the Licensor under this Agreement; or

   ii. “Separately-Licensed Applications”, which are licensed by the Licensor under a separate EULA.

c. Where the Licensor for an Available Application is not Maptek:

   i. the licence to use the Available Application is granted to the Licensee directly by the Licensor and not by Maptek (on the terms of this Agreement or the relevant EULA as applicable);

   ii. Maptek acts only as the provider of Workbench to facilitate access to the Available Application, and is not party to any contract of any kind with you or the Licensee with respect to the Available Application;

   iii. if Maptek receives any payment in respect of a licence for the Available Application, Maptek does so as only for and on behalf of the Licensor, and in doing so assumes no direct responsibility or liability to the Licensee in respect of the Available Application;

   iv. the Licensor is solely responsible for the Available Application (including its content and licensing), and will be solely liable for any warranties, Claims or other Liability arising in connection with that Available Application.

3. Definitions

In this Agreement the following terms have the following meanings:

Licensor means:

a. for Workbench - Maptek;

b. for any Software where the Licence Details identify the licensor - that named licensor;

c. for any Separately-Licensed Application - the licensor identified in the EULA for that Separately-Licensed Application; or

d. for any Software not described under the paragraphs above - the Authorised Maptek Licensor;

Licensee means the person or entity named as the Licensee in the Licence Details;

Authorised Maptek Licensor means Maptek Pty. Limited or other entities appointed for the purpose from time to time;

Available Applications means each software product available in Workbench;

Beta/Early Adopter Software means Software identified as Beta/Early Adopter software by the Licensor (whether in the Licence Details, in notices displayed in the Software, and/or in any Documentation accompanying the Software);

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Agreement;

Cloud Compute Services Subscription or Consumption Licence means services or Software made available to the Licensee on a subscription basis, which may include provision of access to SaaS and/or other subscription-based services or Software, as specified in the Licence Details;

Cloud Compute Services Subscription or Consumption Fee means the fees payable by the Licensee for a Cloud Compute Services Subscription or Consumption Licence, as revised by the Licensor from time to time, as specified in the Licence Details;

Confidential Information means confidential and proprietary information of a party relating to its business, sales, marketing or technical operations, or relating to its clients, but not including information that:

a. is now or subsequently becomes generally known or available through no breach of confidentiality by the receiving party;

b. was known to the receiving party at the time of receipt by the receiving party;

c. is provided by the disclosing party to a third party without restriction on disclosure;

d. is subsequently rightfully provided to the receiving party by a third party without restriction on disclosure; or

e. is independently developed by the receiving party as can be demonstrated by the receiving party's records, provided that any person developing the information did not have access to the Confidential Information of the disclosing party prior to such independent development;

Defect means a failure of the Software to perform substantially in accordance with the Documentation and this Agreement other than to the extent due to an Exception Condition;

Designated Area of Use means the geographic region(s) where the Software may be used as

specified in the Licence Details;

Device means each individual computer or other processing system accessing the Software;

Documentation means the current user manuals and/or other materials published by the Licensor in electronic or printed form accompanying or relating to the Software;

Dongle means a hardware or software device provided by Licensor which may be used to verify authorised use of the Software on a Device provided by Licensor for authorised historical sales and no longer supported for new sales and subscriptions;

EULA means an end user licence agreement containing terms and conditions that apply to the use of particular software;

Exception Condition means:

a. a breach of this Agreement by the Licensee;

b. use of the Software other than under conditions of normal use and strictly in accordance with this Agreement and the Documentation;

c. use of the Software in a manner or for a purpose not reasonably contemplated or not authorised by the Licensor;

d. use of the Software in combination by any means and in any form with other products, software, goods or items not specifically approved by the Licensor (or not complying with specifications recommended or required by the Licensor);

e. any fault, defect, malfunction or interruption in the Licensee's equipment or physical or electronic network or computing environment, or any telecommunications or power supply network;

f. errors, delays, downtime or lost or intercepted data relating to any transmission of information through the Internet (including in the process of delivering SaaS);

g. use of the Software on a wide-area network;

h. an error in or modification of products other than the Software (including third-party hardware or software such as the operating system);

i. any virus or malicious or damaging third-party code;

j. failure to ensure current available Software updates are installed;

k. any fault, defect or error in any information supplied by the Licensee to the Licensor;

l. a Force Majeure Event or any other cause within the reasonable control of the Licensee and outside the reasonable control of the Licensor;

m. modification or alteration of the Software without the prior written consent of the Licensor;

Fair Usage Policy: Maptek has a fair use policy relating to the access and use of cloud services. Customers disproportionately exceeding the average processing time may experience reduced processing performance;

Force Majeure Event means labour disputes, civil disturbances, actions or inactions of government authorities, epidemics, war, embargoes, fires, weather delays, acts of God, acts of terrorism, default of a common carrier or supplier, or any other cause beyond the reasonable control of the party, other than an obligation to pay money;

Global Licence: Global Licence means a multi user licence for use of the licensed software at multiple sites anywhere in the world by a specified number of users for a specific subscription

period (i.e. annual).

Insolvency Event means, in respect of a party:

a. the party is insolvent, insolvent under administration, or states that it is unable to pay its debts when they become due and payable;

b. the party is placed in or under any form of external administration including if the party or its property is subject to the appointment of an administrator, a controller, receiver or receiver and manager, a liquidator or an official manager;

c. the party is made subject to any compromise or arrangement with any of its creditors or members or scheme for its reconstruction or amalgamation, otherwise than as a result of voluntary corporate reconstruction;

d. the party is wound up or dissolved, or an order or resolution is made to wind up or dissolve the party;

e. the party is or applies to be protected from any of its creditors under any applicable legislation; or

f. the party ceases or threatens to cease conducting its business in the normal manner; or

g. anything similar to any of the events in paragraphs (a) to (f) happen to the party under the law of any applicable jurisdiction;

Liability means any liability or obligation (whether actual, contingent or prospective) including relating to a Claim, irrespective of when the acts, events or things giving rise to the liability or obligation occurred;

Licence means a licence to use Software granted under, and on the terms of, this Agreement, whether for a perpetual or subscription-limited term;

Licence Details means the information relating to each Licence displayed in Workbench when signed in using a valid Maptek Account;

Licence Fee means the amount payable by the Licensee for each Licence;

Loss includes any loss, damage, cost, charge, liability (including tax liability) or expense (including legal costs and expenses);

Maptek means Maptek Pty. Limited ACN 002 140 436;

Maptek Account means the online account made available by Maptek that is accessible through Workbench or Maptek's website using the Sign In Details;

Maptek Store: Electronic commerce platform which allows users to directly buy licences, goods or services over the Internet using a web browser or a mobile app requiring a valid Maptek Account.

Multiple User Licence means a licence described in the Licence in terms indicating that the Software may only be used by a specified concurrent number of users at any particular time;

Personal Information means information about an identified or reasonably identifiable individual;

Pre-paid: The Prepaid with Drawdown feature is a pricing model for consumption-based services. Under this model, customers pay upfront to receive a number of units, usually for a period of time (13 months). Then they consume against that prepayment balance in a use-it-or-lose-it fashion, with a possibility of topping up more units or being charged for any overage.

Post-paid: The post-paid or pay-as-you-go (PAYG) pricing model means that users pay based on how much they consume. Normally referred to as a usage-based or consumption-based

model.

Privacy Laws means laws regulating the handling of Personal Information or that otherwise relate to privacy that apply to the Licensee or Licensor and includes the Australian Privacy Act 1988;

Proprietary Property means the Software (including its source and executable code), any associated scripts, all data formats and data compression algorithms used in files created by the Software, the Documentation, the Licensor's Confidential Information, the Licensor's trade marks and logos, any goodwill associated with any of them, and any other materials supplied to the Licensee or its Service Providers by Licensor;

Related Products means hardware or other devices, whether developed by Maptek or a third party, that are intended to be used solely with the Software and are packaged and sold accordingly.

SaaS (software-as-a-service) means software:

a. that is hosted on equipment other than the Licensee's equipment and made available for virtual use by the Licensee through any cloud-based or remote access mechanism; or

b. that utilises remote server resources in its operation (including software installed locally on the Licensee's Devices that involves processing or functionality delivered using hosted or cloud-based resources);

Separately-Licensed Application means any Available Application that has its own EULA that must be accepted by the user in order to use that Available Application;

Service Provider means any person or entity (other than an employee of the Licensee), including a subcontractor, that provides services to or for the benefit of the Licensee, and in conjunction with the provision of such services will acquire access to the Software and/or any Device maintained by the Licensee;

Sign In Details means the user credentials (email address and password) used to sign in to and access the Maptek Account;

Single User Licence means a licence described in the Licence in terms indicating that the Software may only be used by one user at any particular time;

Software means:

a. Workbench; and

b. each other Available Application, other than a Separately-Licensed Application,

including any new release or updated version, plus all associated:

c. Documentation; and

d. services such as online or hosted platforms including cloud hosted platforms, services and facilities (including any that form part of a Cloud Compute Services Subscription or Consumption Licence),

and for the avoidance of doubt includes any software provided for installation and use locally on the Licensee's own Devices, and any SaaS;

Software Maintenance Fee means the fee payable by the Licensee to the Licensor for the Software Maintenance Services, as specified initially in the quotation to acquire the Licence or otherwise specified in the Licensor's quoted prices at the time of each renewal of the Software Maintenance Services;

Software Maintenance Services means the services described in clause 14;

Software Upgrades means updates to existing Software modules, excluding new modules developed as separate software (as determined by the Licensor, which other software may be available to be licensed separately by the Licensee at additional cost);

Tax means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition;

Third-Party Software means software developed, owned or provided by a third party that is used in or incorporated into the Software (such as open-source software);

Third-Party Software Terms means the terms and conditions approved and set out or referenced by the Licensor (including as referenced in clause 12(b)) that relate to any Third-Party Software used or incorporated in the Software (such as acknowledgements, notices or other provisions required by the licence terms that are imposed by the relevant third-party licensor);

User Data means data generated by the Licensee using the Software, but excluding all Proprietary Property;

User Region means the geographic region where the user is normally located for the use of the Software, corresponding to geographic support regions offered by the Licensor; and

Workbench means the software product known as Workbench made available and licensed to the Licensee by Maptek.

4. Licence

a. Subject to payment by the Licensee of the Licence Fee and Cloud Compute Services Subscription Fee (if applicable) and compliance with this Agreement, the Licensor grants to the Licensee a non-exclusive, non-transferable licence, without the right to sublicense, to install (for installable Software) the Software on Devices located within the Designated Area of Use, and for the Licensee's employees and Service Providers to use the Software and Documentation within the Designated Area of Use for the Licensee's internal business purposes, subject to the further conditions set out in the remaining sub clauses of section 4 below (if applicable) and otherwise on the terms of this Agreement.

b. If the Licensee accepts this agreement as a Student, Researcher or Educational or Academic Institution then this licence is an Educational licence only and may not be used in any commercial purpose whatsoever. Use of the SOFTWARE will be restricted to educational or research activities. No commercial use will be allowed. Commercial use of the SOFTWARE will result in immediate termination of this agreement and require the Licensee to return all software and authorization keys.

c. If the Licence Details specify that the Licensee is granted:

    i. a Single User Licence, then the Software may only be used by one unique user at any time on Devices authorised by either the use of Dongle (where a Dongle may be moved between Devices or users provided that the User Regions for any users are located within Licensee's Designated Area of Use) or with a valid Maptek Account and associated Sign in Details of any one unique user at a time; or

    ii. a Multiple User Licence, then the Software may only be used concurrently by the number of users specified in the Licence Details, each of whom will access the Software with a valid Maptek Account and associated Sign in Details, and where the User Region for any users are located within Licensee's Designated Area of Use.

    iii. a Cloud Compute Services Subscription or Consumption Licence, then the

Software may only be used concurrently by the number of users, and subject to any usage limits and for the term (duration), as specified in the Licence Details. Each user will access the Software with a valid Maptek Account and associated Sign in Details and will access and use the most recent version of the Software that has been released by Licensor. This Licence to use the Software will terminate automatically upon expiry of the term specified in the Licence Details unless the Cloud Compute Services Subscription or Consumption Licence is renewed by payment of the Cloud Compute Services Subscription Fee applicable for a further term.

iv. or via historical Dongle authorisation

When purchasing online via the Maptek Store, the Licensee must declare that they are purchasing on behalf of a commercial entity for tax purposes. Purchases made via the Maptek Store for non-commercial entities are prohibited.

d. The Licensor may determine the extent of the Licensee's User Region in its reasonable discretion. If the Licensee requires to use the Software outside the extent of a single User Region, the Licensor may offer to provide Licensing options to allow the Software to be used in an expanded Designated Area of Use.

e. The Licensee is permitted to use any Software for which it has been granted a Licence anywhere outside the Designated Area of Use, however if the Licensee does so then (notwithstanding any other provision of this Agreement):

   i. no representation or warranty is given that the Software will operate correctly or without errors or defects; and

   ii. the Licensor is not obliged to provide any Software Maintenance Services in respect of the Software,

   when it is used in that manner.

   Transfer of User Region is only possible for maintained licences under Maptek Account. Transfers are restricted to 1 transfer per 12 months.

f. Any Service Provider must be approved in advance and in writing by the Licensor before accessing or using the Software, which approval will not be unreasonably withheld or delayed (provided that it will not be unreasonable for the Licensor to withhold approval in respect of a proposed Service Provider who is, or is associated with, a competitor of the Licensor).

g. Except as otherwise provided in clause 11, the Licensor warrants that it has the right and authority to grant the Licence to the Licensee, free and clear of all encumbrances.

h. If the Software is Beta/Early Adopter Software, the Licensee acknowledges and agrees that:

   i. Beta/Early Adopter Software is experimental, is not designed to be as robust or reliable as final or commercial release Software, and is not intended for use in production environments or situations where the data or output of the Beta/Early Adopter Software will be relied upon. The Licensee is strongly encouraged to take additional precautions to protect against data loss and the consequences of inaccurate output when using Beta/Early Adopter Software;

   ii. Beta/Early Adopter Software is licensed to the Licensee on the terms of this Agreement, subject to this clause 4(g) and clause 11(c) (which the Licensee specifically acknowledges and agrees having read and understood);

   iii. the Licence to install and use Beta/Early Adopter Software and Documentation is for the limited purpose of testing the Software in accordance with relevant Documentation;

iv. Beta/Early Adopter Software is provided to the Licensee in the Licensor's discretion and may be withdrawn at any time;

v. the Licence for Beta/Early Adopter Software is separate from and additional to the Licence for any other Software (including any corresponding or similar Software that is not a Beta/Early Adopter Software version but is a final or commercial release);

vi. unless otherwise specified by the Licensor, no separate payment for the use of Beta/Early Adopter Software is required;

vii. the Licensee must comply with any specific requirements set out in the Documentation concerning Beta/Early Adopter Software (including any such requirements relating to the conduct of the Beta/Early Adopter testing program, the reporting of test results and participating in any post-test review);

viii. the Licensor may terminate the Licence for any Beta/Early Adopter Software at any time by notice to the Licensee, and upon receipt of such notice the Licensee must comply with clause 20(e) in respect of such Beta/Early Adopter Software;

ix. no representation or warranty is given that any other Software (including any corresponding or similar Software that is not a Beta/Early Adopter Software version but is a final or commercial release) will reflect the Beta/Early Adopter Software or include the same or similar features or functionality;

x. the Licensor may at any time without notice alter any part of the Beta/Early Adopter Software or associated Proprietary Property (including data formats and scripts), and in so doing may render them incompatible, inoperable or unusable with other software (including previous versions of the Beta/Early Adopter Software or corresponding or similar Software that is not a Beta/Early Adopter Software version but is a final or commercial release), and it is the Licensee's own responsibility to avoid any adverse effects associated with such alterations.

5. Licensee's obligations

a. The Licensee must:

i. request any Software Maintenance Services for the Software only within the Designated Area of Use and only use the Software in accordance with the Documentation;

ii. supervise and control access to and use of the Software in accordance with this Agreement;

iii. ensure employees and Service Providers who have access to the Software are made aware of and agree in writing to be bound by this Agreement as if they were the Licensee;

iv. ensure any historically issued Dongles are kept in a safe and secure place; and

v. ensure that any public use or disclosure of output from the Software prominently acknowledges the Software and the Licensor.

b. The Licensee must not:

i. copy, distribute, transfer or transmit the Software other than as permitted by this Agreement;

ii. reverse compile, reverse engineer or disassemble the Software;

iii. create software to carry out functionality, and/or incorporating concepts, copied

from the Software;

iv. create derivative works based upon the Software;

v. remove or tamper with any proprietary notices or labels contained in the Software or its output;

vi. transmit to or using the Software or to any other user of the Software any harmful or malicious computer code (including viruses) or engage in any other means of cyber-interference (including any hacking or denial of service attack or otherwise anything that may interfere with the operation of the Software or detrimentally affect the Software or associated software, data, computer systems or operations, or gain unauthorised access to or compromise the security or integrity of systems, networks or passwords or any part of the Software);

vii. use the Software in any software or hardware virtualisation environment (provided however that use of a Valid Maptek Account and associated Sign In Details for any Licence used in such manner in accordance with this Agreement will be permitted);

viii. market or commercialise the Software whether by way of sublicensing or providing service bureau, time sharing, renting, outsourcing or other electronic services to third parties using the Software, or otherwise make the Software available online, without the Licensor's prior written consent;

ix. part with possession of any Software or historically issued Dongle; or

x. without the Licensor's prior written consent modify the Software or Documentation or incorporate or use any component of the Software or Documentation in any other software or documentation, and if the Licensee does so the terms and conditions of this Agreement will apply to those components (which will be deemed to be Proprietary Property).

c. If the Licensee requires a replacement of an historically issued Dongle, the Licensee must:

i. If the customer is under maintenance;

Lost licence - Customers can request a new license file at no extra charge through a Maptek Account - Single User. Alternatively, if they prefer to continue using a dongle, they must pay an amount equivalent to 10% of the configuration value at list prices to reissue the license file.

Broken dongle - Maptek will issue a replacement license via the Maptek Account upon the return of the identifiable broken dongle.

Lost Dongle - Replacement must be done through a subscription using the Maptek Account.

ii. If the customer is off Maintenance

Lost license - Customers can request a new license file by paying the back maintenance fee at list prices. The new license will be reissued under the Maptek Account. If this option is not viable, they will need to opt for a new subscription.

Lost/Broken dongle - Customers are required to replace it with a new subscription.

6. Payment

a. Unless they have been pre-paid, payment of the Licence Fee, the Software Maintenance Fee and the Cloud Compute Services Subscription Fee must be made within thirty (30) days of the date of the Licensor's invoice for those fees. Prepaid hours expire thirteen (13) months from the purchase date as specified in the Purchase Order. No credit or refund will be made for unused services.

b. An invoice will be rendered to the Licensee prior to or upon installation of the Software and the first Software Maintenance Fee invoice will be issued ninety (90) days later if not accompanying the original purchase.

c. Subsequent invoices for the Software Maintenance Fee will be issued prior to the anniversary date each year.

d. The Licensee must pay all Tax, including any GST, VAT, State or other taxes, duties and other government charges payable or assessed in connection with this Agreement (not being taxes assessed on the Licensor's income).

e. Unless otherwise stated, and where relevant, the amounts payable for, or in connection with, any supply under this Agreement do not include any Tax, and the Licensee must pay the Licensor an additional amount on account of Tax equal to the amounts payable for the supply multiplied by the prevailing Tax rate (which additional amount is payable at the same time and in the same manner as any other amounts are required to be paid under this Agreement, after the Licensor has issued a tax invoice which is in an approved form for Tax purposes).

f. Late payments of an issued invoice may result in suspension of access to the entitlements until payment is received, without alteration of the expiry date.

7. Installation, Documentation and other services

a. The Licensor will supply the Software to the Licensee in executable form for installation and use in accordance with this Agreement. In the case of Cloud Compute Services Subscription or Consumption Licences, the Licensor will provide access to the Software and Service via the internet only.

b. The Licensee acknowledges that Software may be automatically installed on Devices by Workbench (including any Software Upgrades and new Software that may be licensed by the Licensee after acceptance of this Agreement), or web browser accessible services may be updated and the Licensee agrees to that activity.

c. Installation of the Software may be performed by the Licensor upon request, in which case the Licensee will be responsible for all reasonable costs incurred during the installation including without limitation time, travel and accommodation costs, Device cables, and media and consumables supplied.

d. The Licensor will supply Documentation in electronic format, which the Licensee may print for the Licensee's own use.

e. The cost of modifications or consulting services relating to the Software requested by the Licensee and carried out by the Licensor will be computed on a time and materials basis, using rates as agreed.

8. Title, risk of loss, and non-assignability

a. The Licensee acknowledges and agrees that:

   i. the Licensee and its Service Providers will not obtain any title to (and this Agreement will not in any way transfer or assign to them) any part of the Proprietary Property including without limitation any intellectual property rights in

the Proprietary Property; and

ii. the Licensor (or its licensors) will own (as between the parties) all rights, title and interest in and to the Proprietary Property.

b. The Licensee must execute such documents and perform such other acts as the Licensor considers necessary to give effect to clause 8(a).

c. The Licence to use the Software is personal to the Licensee and the Licensee may not transfer, assign, lease, deliver or otherwise dispose of this Licence or the Software to another person without the prior written consent of the Licensor, which may be withheld in the Licensor's absolute discretion.

9. Proprietary Property

a. The Licensee acknowledges and agrees that the Proprietary Property constitutes confidential and proprietary information of the Licensor or its licensors, and except as expressly provided in this Agreement the Licensee must maintain the Proprietary Property in strict confidence and not disclose, duplicate, or otherwise reproduce it directly or indirectly in whole or in part.

b. If Software is provided in executable form by the Licensor, the Licensee may make such copies of the Software as are reasonably required for the purposes of operational use, backup, and security.

c. The Licensee agrees to take all reasonable steps to ensure that no unauthorised person accesses the Proprietary Property and that all authorised persons having such access will refrain from any disclosure, duplication, or reproduction of the Proprietary Property.

10. Indemnity

a. The Licensor represents that the Software does not to the Licensor's knowledge infringe the intellectual property rights of any third party.

b. The Licensor will indemnify and hold the Licensee harmless from any award of costs or damages against the Licensee for any action arising out of a claim by a third party that the Software infringes any intellectual property rights of the third party as a result of the use of the Software other than to the extent due to an Exception Condition, provided that the Licensee complies with clause 10(c), and subject to clause 11(c).

c. The Licensee must:

i. notify the Licensor of any actual, suspected or alleged infringement by the Software of the intellectual property rights of any third party immediately upon becoming aware of it;

ii. permit the Licensor to assist in the defence, compromise or settlement of any such claim and give the Licensor, at the Licensor's written request and reasonable expense, all available information, assistance and authority to do so;

iii. permit the Licensor to, at a minimum, approve any compromise or settlement of any such claim (such approval not to be unreasonably withheld); and

iv. permit the Licensor to (in its absolute discretion) assume exclusive control of the defence of the claim at the Licensor's expense, in which case the Licensee will reasonably assist the Licensor at the Licensor's reasonable expense.

d. The Licensee will defend, indemnify, and hold harmless the Licensor, its suppliers, distributors and resellers from and against all Liability that results from or relates to the

Licensee's use of the Software other than where the indemnity given by the Licensor under this clause 10 applies.

11. Warranty

a. The Licensee accepts sole responsibility for:

   i. the Licensee's system configuration, design and requirements;

   ii. the selection of the Software to achieve Licensee's intended results; and

   iii. any modifications, changes or alterations to the Software.

b. The Licensee warrants that it has had an opportunity to review the Documentation, it understands the functionality of the Software and Related Products and its ability to work with the Licensee's systems and to support its business, and that it has made its own evaluation in deciding to license the Software and Related Products.

c. For Beta/Early Adopter Software, and for any other Software prior to full payment of required fees (including the Licence Fee and Cloud Compute Services Subscription Fee as applicable):

   i. the Software is provided on an "as is" basis, without warranty of any kind, including without limitation any warranty that the Software is free of defects, of merchantable or acceptable quality, fit for a particular purpose, or non-infringing;

   ii. all express warranties and indemnities given in respect of the Software under this Agreement (including under clauses 4(f), 10(b) and 11(d)) will not apply;

   iii. the entire risk as to the use, quality and/or performance of the Software will be borne exclusively by the Licensee;

   iv. if the Software is alleged to infringe the intellectual property rights of any third party, or proves defective in any respect, the Licensee and not the Licensor or its suppliers assumes the entire cost of any defence, service and/or repair; and

   v. notwithstanding anything else in this Agreement, no use of the Software (other than Beta/Early Adopter Software) without payment of the required fees to the Licensor is permitted.

d. The Licensor warrants that we will use reasonable endeavours to provide the Software and Related Products with due care, skill, and diligence in accordance with good business practice for the industry at the time of delivery of the Software, and we will deliver the Software and Related Products in accordance with this Agreement in all material respects.

e. The warranty in clause 11(d) is in lieu of all other warranties, express or implied, including, but not limited to, any warranties of merchantability and fitness for a particular purpose, which are expressly disclaimed.

f. This clause applies if the Licensee is a "consumer" within the meaning of the Australian Competition and Consumer Act 2010 (Cth). The Software is not ordinarily acquired for personal, household or domestic use and the Licensor accordingly limits liability under non-excludable Australian Consumer Law guarantees to the replacement or rectification of the Software or the supply of equivalent software, or the payment of the cost of replacing or rectifying the Software or acquiring equivalent software (see clause 13(b)(iv)). The remainder of this clause is subject to the foregoing provisions. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure

does not amount to a major failure.

12. Third-Party Software

a. If Software incorporates Third-Party Software, that Third-Party Software is provided “as is” and without any warranty of any kind by the Licensor, and is subject to any and all limitations and conditions that apply to such Third-Party Software.

b. Any Third-Party Software Terms are deemed incorporated into this Agreement as if set out in full in this Agreement (provided however that this Agreement will override those terms to the extent of any inconsistency).

c. **7-Zip**

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You can receive a copy of the GNU Lesser General Public License from http://www.gnu.org/

d. **Adobe XMP Toolkit SDK**

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g. **bcpd++**

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jjj. **System.IdentityModel.Tokens.Jwt**

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kkk. **System.ValueTuple**

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lll. **System.Windows.Interactivity**

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ii. in the event of any attempt to decode or bypass a Dongle or Maptek Account restrictions in any way

c. The Licensor may discontinue any SaaS or associated services at any time, and

terminate the Licence and/or this Agreement by written notice to the Licensee without liability to the Licensee if required to effect any such cessation. If a Cloud Compute Services Subscription or Consumption Licence is terminated by the Licensor under this clause before expiry of its current term, the Licensee may request a refund of a proportion of the Cloud Compute Services Subscription Fee paid, calculated on a pro-rata basis considering unused time and services.

d. Termination of this Agreement will not:

   i. limit or restrict either party from pursuing any other remedies available to it, including but not limited to injunctive relief where appropriate; or

   ii. relieve the Licensee of its obligations to pay all fees and charges which may have accrued prior to such termination.

e. Upon termination of this Agreement, subject to clause 20(f) the Licensee must (as directed by the Licensor) return to the Licensor or destroy (if capable of return or destruction) all Software (including all copies), any historically issued Dongles, the Documentation, and all other Proprietary Property in the Licensee's or any Service Provider's possession or under its control, and must certify in writing to the Licensor the Licensee's compliance with this clause promptly upon request by the Licensor.

f. User Data remains the property of the Licensee and may be retained by the Licensee, and will not be subject to clause 20(e).

g. It is the Licensee's responsibility to safeguard any User Data. User Data held on any equipment other than the Licensee's equipment may be deleted by the Licensor 30 days after the expiry or termination of the Licence for the applicable Software.

21. Confidentiality

a. Each party must keep confidential any Confidential Information of the other party that comes into its possession, pursuant to or as a result of or in performance of this Agreement, and must not, without the prior written permission of the other party, disclose such Confidential Information to any third party.

b. Notwithstanding clause 21(a), any information disclosed by the Licensee to the Licensor concerning the Software (not including the Licensee's Confidential Information but including without limitation any test results, information about software errors and any ideas for improvements to the Software) will constitute Proprietary Property once provided to the Licensor.

c. This clause will survive the termination of this Agreement.

22. General

a. This Agreement:

   i. completely and exclusively states the agreement of the parties regarding its subject matter; and

   ii. supersedes, and its terms govern, all prior or contemporaneous proposals, agreements or other communications between the parties, oral or written, regarding such subject matter.

b. This agreement is subject to change without notice. Continued use of Maptek products is governed by the most recently updated version of this document, available at www.maptek.com/eula.

c. If any provision of this Agreement is held to be unenforceable, such provision will be reformed or severed only to the extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

d. This Agreement and any rights under it may not be assigned or otherwise transferred by the Licensee to any third party without the written consent of the Licensor, and any purported assignment or transfer of this Agreement without such consent will be null and void.

e. This Agreement may be assigned by the Licensor to any nominee of the Licensor that conducts business relating to the subject matter of this Agreement.

f. Any waiver of any provision of this Agreement, or a delay by either party in the enforcement of any right under this Agreement, must be in writing and will not be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

g. This Agreement will be governed by the laws of Australia and the state of South Australia, regardless of conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction of the courts of South Australia and courts of appeal from them in respect of any dispute arising in connection with this Agreement.