

KEYSOFT SOLUTIONS LIMITED

The appropriate licence agreement for your Keysoft Solutions software depends upon where you are located.

The licence agreements below apply as follows:

1. For customers located in the United Kingdom and Ireland, the Software Licence Agreement (UK and Ireland) applies.
2. For customers located in the USA, the Software Licence Agreement (USA) applies.
3. For customers located in Canada, the Software Licence Agreement (CANADA) applies.
4. For customers located in Australia or New Zealand, the Software Licence Agreement (ANZ) applies.
5. For all other customers, the Software Licence Agreement (UK and Ireland) applies.

KEYSOFT SOLUTIONS LIMITED

SOFTWARE LICENCE AGREEMENT (UK and Ireland)

By opening the sealed packet(s) containing the Software/Documentation and/or downloading or using the Software, you indicate your acceptance of the following Software Licence Agreement and agree only to use the Software and Documentation on the terms of this Agreement.

To operate the Software, you will need hardware with at least the minimum specifications set out on our website (keysoftsolutions.com).

1. DEFINITIONS

"Documentation" means the instruction manuals, user guides and other information supplied with the Software or from time to time by Keysoft Solutions or its representatives.

"Effective Date" means the date upon which you open the sealed pack containing the Software or download or first use the Software.

"Evaluation Copy" means a copy of the Software provided for evaluation purposes in accordance with clause 6.

"Keysoft Solutions" means Keysoft Solutions Limited.

"Perpetual Licence" means a perpetual licence of the Software pursuant to clause 2(a).

"Software" means the Keysoft Solutions computer program for which you have bought a licence, together with any updates subsequently supplied by Keysoft Solutions and any hardware/software locks or dongles.

"Term" means the limited term of the licence which you have agreed to purchase from Keysoft Solutions, commencing on the Effective Date.

"Term Licence" means a licence of the Software for a Term pursuant to clause 2(b).

2. LICENCE

One of the following options (a) or (b) will apply, depending on whether you have purchased a Perpetual Licence or a Term Licence.

- (a) In consideration of your agreement to the terms of this Agreement, and provided that you purchased a Perpetual License, Keysoft Solutions grants you a perpetual, non-exclusive non-transferable licence to install and use the Software and the Documentation on equipment owned by you or under your control according to the terms and conditions of this Agreement.
- (b) In consideration of your agreement to the terms of this Agreement, and provided that you purchased a Term License, Keysoft Solutions grants you, for the duration of the Term, a non-exclusive non-transferable licence to install and use the Software and the Documentation on equipment owned by you or under your control according to the terms and conditions of this Agreement.

This Agreement will apply to any update of the Software and to all additional users for whom you purchase a licence.

3. PERMITTED USERS

- (a) For each Standalone licence you purchase, you are permitted to use the Software on any single computer to which the appropriate hardware lock is attached or software lock is activated.
- (b) For each Network licence you purchase you are permitted to use the Software on any single computer attached to the network with no geographical restriction for which there is an available licence.

4. RESTRICTIONS

You may not nor permit others to:

- (a) copy the Software (other than to make one back-up copy for operational security) or Documentation except as permitted by this Agreement.
- (b) reverse engineer, decompile or disassemble the Software except to the extent permissible by law.
- (c) distribute, rent, loan, sub-license, sell, assign or otherwise transfer all or any part of the Software, Documentation or any rights granted under this Agreement to any other person or entity without the prior written consent of Keysoft Solutions.
- (d) remove or alter any copyright or other proprietary notice from any of the Software or Documentation.
- (e) attempt by any means to circumvent or remove any form of copy protection used by Keysoft Solutions in connection with the Software.

If a Computer or Server upon which the Software is installed is sold you hereby undertake irrevocably to remove and delete the software from that computer prior to it being sold.

Having purchased a single non-transferable Licence you are prohibited from renting, leasing or lending the Software to any other person or transferring or sub-licensing the licensed rights.

5. UPGRADES AND UPDATES

If this Software is being licensed to you as an upgrade or update to the Software previously licensed to you by Keysoft Solutions you must destroy all copies of the Software previously licensed to you and not required to be used with the upgrade or update, including any copies on any storage device, within thirty days of the acquisition of this Software.

6. EVALUATION COPY

This section shall only apply if the Software has been provided as an Evaluation Copy. An Evaluation Copy is provided AS IS, with no warranties, express or implied, or maintenance service, for the sole and exclusive purpose of enabling you to evaluate the Software.

If you wish to continue to use the Software at the end of the evaluation period specified by Keysoft Solutions, you must contact a Keysoft Solutions representative and purchase a licence.

If you elect to discontinue use of the Software at the end of the evaluation period, you must delete all copies of the Software on any machine on which it has been installed, including backup copies, and delete all drawings created using the Software. You must also return controlling hardware locks, user manuals and any other materials provided to you as part of the evaluation process.

7. COPYRIGHT

All intellectual property rights (including copyright and patent rights) in the Software and Documentation and any copies made by you shall remain with Keysoft Solutions or with such owner as has granted Keysoft Solutions a licence to distribute this software. Your possession, installation or use of the Software does not transfer any title to any intellectual property rights in the Software to you and you will not acquire any rights to the Software except for the licence as expressly set out in this Agreement.

8. FONTS

Supplied with our software is a set of computer fonts officially approved by the relevant government transport department (including Transport and Motorway fonts). These fonts are required to be installed on a PC for the drawings using them to display correctly. However, these fonts are software products independent of the Software and are protected by intellectual property law and may only be used on the terms of this Agreement. They may not be reverse engineered or modified in any way. They must not be copied onto PCs for which a licence has not been granted for the fonts. The licence for the use of a copy of Keysoft Solutions software does not automatically permit the copying, or transmittal of any kind, of the font files without express permission. A licence for this may be granted by Keysoft Solutions in its discretion on application by you.

To display the fonts correctly when an AutoCAD drawing using these is transferred electronically, the Real Text feature should be used. This feature is covered in detail in the User Manual. You may also create static images using the fonts.

Any True Type fonts supplied, once installed into Windows, become available for use in other software such as Microsoft Word. You are licensed (in the case of a Term Licence, only for the duration of the Term) to use the fonts to create and save documents. However, when a document is to be sent outside of your organisation, you must embed the font where this option is available. It must not, however, be possible to extract the font from the document on the target machine as this will constitute a transmission of the font.

If you have any doubts about the licensing position in respect of fonts, please contact Keysoft Solutions. You must not copy or permit the copying or transmission of any kind of any of the files which are the composite parts of the software without the express permission of Keysoft Solutions in writing.

9. WARRANTY

Keysoft Solutions warrants that the Software is free of significant errors for a period of ninety days from your receipt of this package under normal use provided that the liability of Keysoft Solutions under this warranty will be at the option of Keysoft Solutions to attempt to correct any errors, replace the media or refund the licence fee and terminate this Agreement subject to the return of the Software and Documentation. The Warranty shall not apply if you:

- (a) Make modifications to this software without the consent of Keysoft Solutions or
- (b) Use the software in a manner for which it is not intended or
- (c) Use the software other than as permitted under this Agreement.

The Warranties and Conditions stated in this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in the software or the documentation which might but for this paragraph have effect between Keysoft Solutions and you or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by

statute, common law or otherwise, all of which are hereby excluded to the maximum extent permitted by law.

10. LIABILITY

- (a) Nothing in this Agreement shall limit the liability of either party for death or injury caused by its negligence.
- (b) Keysoft Solutions shall not be liable to you for any loss of profit or contracts, special, indirect or consequential loss.
- (c) The liability of Keysoft Solutions under this Agreement shall not exceed the price payable by you for the Software.

11. TERMINATION

Keysoft Solutions may terminate this Agreement immediately by written notice if:

- (a) You make any unauthorised copy of the Software or Documentation.
- (b) You fail to comply with the terms of this Agreement.
- (c) You fail to pay when reasonably requested to do so by Keysoft Solutions any sum in relation to the purchase of the Software or annual support fee pursuant to any support contract agreed between you and Keysoft Solutions.

This Agreement shall terminate without further notice or action by Keysoft Solutions on the expiry of the Term in the case of a Term Licence or if it is a Perpetual Licence or a Term Licence if you become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or receiver appointed or suffer or if anything analogous to the foregoing occurs in any jurisdiction.

Any use of any copies of the Software or Documentation after termination of this Agreement is unlawful and upon termination for any reason you must immediately cease all use of the Software and Documentation and return all copies to Keysoft Solutions.

12. GENERAL

- (a) You accept that the Software and Documentation were not designed and produced to your individual requirements and that you are responsible for their selection.
- (b) Nothing in this Agreement shall affect the statutory rights of consumers acquiring the package otherwise than in the course of a business.
- (c) This Agreement shall be governed by and construed in accordance with English Law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts.
- (d) This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all any prior understandings, undertakings and promises between you and Keysoft Solutions.
- (e) You agree that you have not entered into this Agreement in reliance upon any statement or representation not set out in the Agreement or our quotation.
- (f) Each provision of this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that

provision will be severed and the remainder will be read and construed as if the severable provision had never existed.

- (g) You must comply with all applicable laws including regulations, mandatory industry codes and applicable standards in your use of the Software.
- (h) You must not assign, in whole or in part, or novate your rights and obligations under this Agreement without the prior written consent of Keysoft Solutions.

13. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

Keysoft Solutions will indemnify you and keep you fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use or possession of the Software infringes the intellectual property rights (including without limitation any patent, copyright, design right, registered design or trademark) of any third party, subject to the following conditions:

- (a) you shall promptly notify Keysoft Solutions in writing of any allegations of infringement of which you have notice, and will not make any admissions without Keysoft Solutions' prior written consent;
- (b) you, at Keysoft Solutions' request and expense, shall allow Keysoft Solutions to conduct and/or settle all negotiations and litigation resulting from any such claim;
- (c) you shall, at the request of Keysoft Solutions, afford all reasonable assistance with such negotiations or litigation, and shall be reimbursed by Keysoft Solutions for any out of pocket expenses incurred in so doing.
- (d) the alleged infringement does not result from any non-permitted uses, alterations, modifications or enhancements carried out by you or on your behalf by a third party.

If such claim has occurred, or in Keysoft Solutions' opinion is likely to occur, Keysoft Solutions may, at its option and expense, either procure for you the right to continue using the Software or Documentation or replace or modify the same so that it becomes non-infringing without loss of functionality, or if none of the foregoing alternatives is reasonably available and at Keysoft Solutions' discretion, take back the Software and Documentation and refund to you a portion of the fees paid by you in respect of the license of the Software depreciated over a five (5) year period on a straight-line basis. The foregoing states the entire obligations of Keysoft Solutions with respect to any infringement of intellectual property rights of any third party.

14. CONFIDENTIALITY

- (a) "Confidential Information" means this Agreement, the Software, Documentation and any information and data included therein or derived therefrom and the form, format, mode or method of compilation, selection, configuration, presentation or expression of the Software or Documentation, and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing or financial data, sales information, customer or supplier information, including information provided by such customers or suppliers, provided, however, that Confidential Information shall not include any data or information which:
 - (i) at the time of disclosure, is in or, after disclosure, becomes part of the public domain through no fault of the receiving Party;
 - (ii) prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party;

- (iii) is independently developed by the receiving Party, by persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party shall have the onus of so proving on a reasonable basis;
 - (iv) subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to that information; and (C) who does not prohibit either Party from disclosing the information to others.
- (b) Each Party shall, and shall cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate it or make it available to any third party other than employees, agents and contractors of the Party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.

15. SUPPORT

Support and maintenance for the Software is included for 12 months from the Effective Date for holders of Perpetual Licences after which it can be purchased separately from us. It is included for the Term for holders of Term Licences. Such support and maintenance is in both cases provided on the terms of our Service Agreement (as set out on our website www.keysoftsolutions.com).

KEYSOFT SOLUTIONS LIMITED
SOFTWARE LICENSE AGREEMENT (USA)

By opening the sealed packet(s) containing the "Software" (as defined herein) and "Documentation" (as defined herein) and/or downloading, installing or using the Software, you accept the terms and conditions of this Software License Agreement ("Agreement") and agree to use the Software and Documentation only on the terms and conditions of this Agreement.

To operate the Software, you will need hardware with at least the minimum specifications set out on our website (keysoftsolutions.com).

1. DEFINITIONS.

- (a) "Documentation" means the instruction manuals, user guides, and other information supplied with the Software or from time to time by Keysoft Solutions or its representatives.
- (b) "Effective Date" means the earliest to occur of (i) the date upon which you open the sealed packet containing the Software or (ii) you download, install, or first use the Software.
- (c) "Evaluation Copy" means a copy of the Software provided to you for evaluation purposes in accordance with Section 6 of this Agreement.
- (d) "Keysoft Solutions" means Keysoft Solutions Limited.
- (e) "License" means either a Perpetual License or a Term License, as evidenced by your purchase order for the Software.
- (f) "Permitted Uses" means to (i) download (if applicable), install, and use the Software for its intended purposes (as described in the Documentation) and your own internal business purposes on equipment owned by you or under your control and (ii) download (if applicable) and use the Documentation solely in connection with your use of the Software for its intended purposes (as described in the Documentation).
- (g) "Perpetual License" means a perpetual, personal, non-exclusive, non-transferable, non-sublicensable, revocable, terminable, limited scope license, which commences on the Effective Date.
- (h) "Software" means the Keysoft Solutions computer program for which you have purchased a License, as evidenced by your purchase order for such computer program, together with any Updates subsequently supplied by Keysoft Solutions, and any hardware/software locks or dongles.
- (i) "Updates" mean any updates, upgrades, and new versions of the Software.
- (j) "Term" means the limited term of a Term License during which you may use the Software, which commences on the Effective Date.
- (k) "Term License" means a personal, non-exclusive, non-transferable, non-sublicensable, revocable, terminable, limited scope license, which commences on the Effective Date and will continue in force and effect for the Term evidenced by your purchase order for the Software.

2. LICENSE.

- (a) In consideration of your agreement to the terms and conditions of this Agreement (as confirmed by your download (if applicable), installation, or use of the Software), and according to the terms and conditions of this Agreement, Keysoft Solutions grants you a License to use the Software for the Permitted Uses. Your purchase order for the Software will evidence whether you have purchased a Perpetual License or a Term License.
- (b) Unless Keysoft Solutions expressly agrees in writing to the contrary, this Agreement commences on the Effective Date. This Agreement will apply to any Updates and to all additional users for whom you purchase a License.

3. PERMITTED USES.

- (a) For each standalone license you have purchased, you are permitted to use the Software on one computer to which the appropriate hardware lock is attached or software lock is activated.
- (b) For each network license you have purchased, you are permitted to use the Software on one computer attached to the network for which there is a valid License.

4. RESTRICTIONS.

- (a) You shall not and you will not permit others to do any of the following:
 - (i) copy the Software (other than to make one back-up copy in non-printed, machine-readable form for your own internal operational security) or Documentation (other than for training, support, and deployment), except as expressly permitted by this Agreement otherwise;
 - (ii) translate, reverse engineer, decompile, reverse assemble, reverse compile, or disassemble the Software;
 - (iii) distribute, rent, lease, loan, sub-license, sell, assign, or otherwise transfer all or any part of the Software, Documentation, or any rights under this Agreement to any other person, entity, or other third party, without the prior written consent of Keysoft Solutions;
 - (iv) remove, obscure, or alter any trademark, copyright, or other proprietary notice of Keysoft Solutions or any third party found in, affixed to, or contained in or on the Software or Documentation;
 - (v) attempt by any means to circumvent or remove any form of copy protection used in connection with the Software;
 - (vi) create or recreate or attempt to create or recreate the source code of the Software;
 - (vii) modify, change, alter, or adapt the Software in any way or use the Software to create a derivative work;
 - (viii) use the Software in any manner or in connection with any content, data, hardware, software, or other materials that: (i) infringes upon or violates any intellectual property rights of any third party; (ii) constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right or is threatening, harassing, or malicious; or (iii) violates any applicable international, federal, state, local, or other law, statute, rule, regulation, or ordinance; or
 - (ix) use the Software for any illegal, obscene, offensive, or immoral purpose.

- (b) If a computer or server upon which the Software is installed is sold, assigned, loaned, or transferred to any third party (including any parent, affiliate, or subsidiary entity), you shall remove and delete the Software from that computer or server prior to it being sold, assigned, loaned, or transferred.

5. UPDATES.

- (a) You will receive Updates only if you enter into, and pursuant to the terms of, a separate written service agreement between you and Keysoft Solutions.
- (b) If this Software is being licensed to you as an Update to Software previously licensed to you by Keysoft Solutions, you shall destroy, within thirty days of your acquisition of this Update, all copies of the Software previously licensed to you and not required to be used with this Update, including any copies on any hard disk drive and storage device.

6. EVALUATION COPY.

- (a) This section shall only apply if the Software has been provided to you as an "Evaluation Copy". An Evaluation Copy of the Software is a copy that Keysoft Solutions provides you for the sole and exclusive purpose of enabling you to evaluate the Software for such evaluation period as Keysoft Solutions specifies, which provision is on the basis of the Software being provided "AS IS", with all faults, and with no warranties, either express or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose and any other warranties of satisfactory quality, non-infringement, or that the Software will operate uninterrupted or error free, or maintenance service.
- (b) If you wish to continue to use an Evaluation Copy of the Software at the end of the evaluation period specified by Keysoft Solutions, you must contact a Keysoft Solutions representative and purchase a License for a non-Evaluation Copy of the Software and promptly discontinue use of the Evaluation Copy.
- (c) If you elect to discontinue use of the Evaluation Copy at the end of the evaluation period, you must immediately cease all use of the Software and delete all copies of the Software from any machine on which the Software has been downloaded or installed, including backup copies, and delete all drawings created using the Software. You must also return controlling hardware locks, all Documentation, and any other materials provided to you as part of the evaluation process.

7. COPYRIGHT.

All intellectual property and proprietary rights (including copyright and patent rights) in and to the Software and Documentation (and any permitted copies made by you) are and shall remain the sole and exclusive property and rights of Keysoft Solutions or such third party as has granted Keysoft Solutions the right to distribute the Software using, or in connection with, such third party's property. Your purchase, license, possession, download, installation, or use of the Software does not transfer to you any right, title, or interest in or to all or any part of the Software, and you will not acquire any right, title, or interest in or to the Software, except for the License according to the express written terms of this Agreement.

8. FONTS

Supplied with our Software is a set of computer fonts officially approved by the relevant government transport department (including Transport and Motorway fonts). These fonts are required to be installed on a PC for the drawings using them to display correctly. However, these fonts are software products independent of the Software and are protected by intellectual property law and may only be used on the terms of this Agreement. They may not be reverse engineered or modified in any way. They must not be copied onto PCs for which a licence has not been granted for the fonts. The licence for the use of a copy

of Keysoft Solutions software does not automatically permit the copying, or transmittal of any kind, of the font files without express permission. A licence for this may be granted by Keysoft Solutions in its discretion on application by you.

To display the fonts correctly when an AutoCAD drawing using these is transferred electronically, the Real Text feature should be used. This feature is covered in detail in the User Manual. You may also create static images using the fonts.

Any True Type fonts supplied, once installed into Windows, become available for use in other software such as Microsoft Word. You are licensed to use the fonts to create and save documents. However, when a document is to be sent outside of your organization, you must embed the font where this option is available. It must not, however, be possible to extract the font from the document on the target machine as this will constitute a transmission of the font.

If you have any doubts about the licensing position in respect of fonts, please contact Keysoft Solutions. You must not copy or permit the copying or transmission of any kind of any of the files which are the composite parts of the software without the express permission of Keysoft Solutions in writing.

9. WARRANTY.

- (a) Keysoft Solutions warrants to you that the Software and the media upon which the Software is stored, when in the unmodified, unchanged, and unaltered form delivered to you, and when used in normal conditions and in accordance with the terms and conditions of this Agreement, will not be defective and will operate free of significant errors for a period of ninety (90) days from your receipt of the Software (the "Performance Warranty").
- (b) The Performance Warranty will be invalidated if you:
 - (i) modify, change, alter, or adapt the Software in any way without the prior written consent of Keysoft Solutions; or
 - (ii) use the Software in any manner for which the Software is not intended (as described in the Documentation);
 - (iii) use the Software other than as permitted in the Documentation and this Agreement; or
 - (iv) breach, violate, or contravene any term or condition of this Agreement.
- (c) Your sole and exclusive remedy, and Keysoft Solutions' entire liability, for a breach of the Performance Warranty will be, at the option of Keysoft Solutions, for Keysoft Solutions or its authorized contractor to use commercially reasonable efforts to correct any errors, to repair or replace the Software or media upon which the Software is stored, or, if such repair or replacement cannot be accomplished within a reasonable time in the sole discretion of Keysoft Solutions, terminate this Agreement and, upon your return of the Software and Documentation to Keysoft Solutions, refund you the amount paid for the Software pro-rated for such time as you have used the Software.

10. MAINTENANCE AND SUPPORT.

Except as described to the contrary in this Agreement, Keysoft Solutions will have no obligation to maintain, correct errors, repair, replace, or support the Software, and, if you desire for Keysoft Solutions to maintain or support the Software, such obligation will be as described in, and subject to, the terms and conditions of a separate written agreement between you and Keysoft Solutions and for such maintenance and support fee as Keysoft Solutions may require. Notwithstanding the preceding, Keysoft Solutions will provide support and maintenance for the Software according to the terms of the Service Agreement for a

period of (a) twelve (12) months beginning on the Effective Date, for a Perpetual License, and (b) during the Term, for a Term License.

11. WARRANTY DISCLAIMER.

Except for the Performance Warranty, Keysoft Solutions makes no and disclaims all other representations and warranties, either express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose and any other warranties of satisfactory quality, non-infringement, or that the Software will operate uninterrupted or error-free or that the media upon which the Software is stored will not be defective.

12. LIABILITY.

- (a) In no event will Keysoft Solutions be liable to you for any incidental, consequential, indirect, exemplary, punitive, or special losses, damages, or liabilities under this Agreement (including, without limitation, lost profits, business interruption, loss of business information, or other pecuniary loss), even if Keysoft Solutions has been advised of the possibility of such losses, damages, or liabilities and regardless of whether such losses, damages, or liabilities are based in contract, tort (including negligence), strict liability, warranty, or otherwise.
- (b) Under no circumstances will the total liability of Keysoft Solutions under this Agreement exceed the fees actually paid by you for the Software. The foregoing limitations will apply notwithstanding the failure of the essential purpose of any remedy.

13. TERMINATION.

- (a) Keysoft Solutions may terminate this Agreement immediately by written notice if:
 - (i) you violate, breach, or contravene any term or condition of this Agreement or any other written agreement between you and Keysoft Solutions;
 - (ii) you fail to pay when due any sum relating to the purchase of the Software or annual maintenance or support fee pursuant to any separate written agreement between you and Keysoft Solutions; or
 - (iii) you become bankrupt, dissolve, or go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or receiver appointed or suffer or if anything analogous to the foregoing occurs in any jurisdiction.
 - (iv) This Agreement will terminate automatically and without additional action by Keysoft Solutions upon the expiration of the Term of a Term License.
- (b) Any termination of this Agreement will automatically, and without additional action by Keysoft Solutions, terminate and extinguish the License (including your right to access or use the Software and Documentation or any copies of the Software or Documentation), and you shall immediately cease all use of the Software and Documentation, delete all copies of the Software from any machine on which the Software has been downloaded or installed (including backup copies), delete all drawings created using the Software, and return all copies of the Software and Documentation to Keysoft Solutions.

14. INTELLECTUAL PROPERTY RIGHTS INDEMNITY.

- (a) Keysoft Solutions will indemnify you for all costs, damages, expenses, and liabilities you actually incur specific to any valid claim alleging that your use or possession of the Software (unmodified,

unchanged, unaltered, and unadapted from the time delivered to you) in strict accordance with its Documentation that this Agreement infringes the intellectual property rights (including, without limitation, any patent, copyright, design right, registered design, or trademark) of any third party, subject to the following conditions:

- (i) you shall promptly notify Keysoft Solutions in writing of any allegations of infringement of which you have actual or constructive knowledge;
 - (ii) you shall not make any admissions arising out of, or relating to, any allegation described in subsection (i);
 - (iii) at Keysoft Solutions' request and expense, you shall allow Keysoft Solutions to exclusively defend, conduct, and/or settle all negotiations, proceedings, and litigation arising out of, or relating to, any such claim; and
 - (iv) at the request of Keysoft Solutions, you shall afford all reasonable assistance and cooperation with such negotiations, proceedings, or litigation, and shall be reimbursed by Keysoft Solutions for any reasonable and necessary out-of-pocket expenses incurred in so doing.
- (b) Notwithstanding the preceding subsection or anything to the contrary in this Agreement, Keysoft Solutions will have no indemnification obligation with respect to any claim based upon, or attributable to, any of the following: (i) use of the Software except in accordance with its Documentation and this Agreement; (ii) combination of the Software with or into any other software or hardware; (iii) modifications of, changes to, alterations or adaptations of, the Software; (iv) your use of an older version of the Software if use of an Update would have prevented any such infringement; or (v) your failure or refusal to implement any modification, change, alteration, or adaptation to the Software recommended or required by Keysoft Solutions, if the alleged infringement would have been avoided by having implemented such modification, change, alteration, or adaptation.

15. GENERAL.

- (a) You accept that the Software and Documentation were not designed and produced to your individual requirements and that you are responsible for their selection and suitability.
- (b) You will be responsible for all sales, use, excise, value added, and other taxes, fees, charges, and assessments levied or imposed upon this Agreement or the Software, excluding taxes based upon the net income of Keysoft Solutions.
- (c) Keysoft Solutions is an independent contractor to you, and nothing in this Agreement establishes any other relationship with you (including any partnership or joint venture).
- (d) You agree that you have not entered into this Agreement in reliance upon any statement or representation not expressly recited in the Agreement.
- (e) Each provision of this Agreement will be read and construed as a separate and severable provision or part. If any provision of this Agreement is determined to be void or otherwise unenforceable for any reason, then that provision will be severed and the remainder of this Agreement will remain in effect and be read and construed as if the severable provision had never existed.
- (f) You must comply with all laws, regulations, mandatory industry codes, and applicable standards relating to your use of the Software.

- (g) All notices required or permitted in this Agreement must be in writing and will be deemed given and delivered if personally delivered or sent by confirmed facsimile or telecopy transmission, confirmed electronic mail or recognized overnight courier and properly addressed to Keysoft Solutions as follows:

Ardencroft Court
Ardens Grafton
Alcester
Warwickshire
B49 6DP
UK

Tel: +44 8451 303040
Fax: +44 8451 303141
Email: Info@keysoftsolutions.com

- (h) A waiver of non-compliance with any term or condition of this Agreement or the waiver of a breach, violation, or contravention of any term or condition of this Agreement will not constitute a waiver of any other non-compliance, breach, violation, or contravention or that or any other term or condition.
- (i) This Agreement may not be modified, amended, or changed orally, and no modification, amendment, or change will be binding, unless it is in writing and signed by Keysoft Solutions.
- (j) You may not transfer or assign this Agreement, any License, or the Software, in whole or in part, or novate any of your rights and obligations under this Agreement to any third party (including any parent, subsidiary or affiliated entity), without the prior written consent of Keysoft Solutions.
- (k) This Agreement contains the entire understanding and agreement between you and Keysoft Solutions with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, undertakings and promises between you and Keysoft Solutions with respect to the subject matter of this Agreement. No terms of any purchase order, quote, proposal, confirmation, acceptance, acknowledgment or similar form will vary, modify, change, amend, supplant, or add to the terms and conditions of this Agreement, and the terms and conditions of this Agreement expressly supersede any contrary terms or conditions in such purchase order and will control in the event of any discrepancy or dispute.

KEYSOFT SOLUTIONS LIMITED
SOFTWARE LICENCE AGREEMENT (CANADA)

By opening the sealed packet(s) containing the Software/Documentation and/or downloading or using the Software, you indicate your acceptance of the following Software Licence Agreement and agree only to use the Software and Documentation on the terms of this Agreement.

To operate the Software, you will need hardware with at least the minimum specifications set out on our website (keysoftsolutions.com).

1. DEFINITIONS

"Documentation" means the instruction manuals, user guides and other information supplied with the Software or from time to time by Keysoft Solutions or its representatives.

"Effective Date" means the date upon which you open the sealed pack containing the Software or download or first use the Software.

"Evaluation Copy" means a copy of the Software provided for evaluation purposes in accordance with clause 6.

"Keysoft Solutions" means Keysoft Solutions Limited.

"Perpetual Licence" means a perpetual licence of the Software pursuant to clause 2(a).

"Software" means the Keysoft Solutions computer program for which you have bought a licence, together with any updates subsequently supplied by Keysoft Solutions and any hardware/software locks or dongles.

"Term" means the limited term of the licence which you have agreed to purchase from Keysoft Solutions, commencing on the Effective Date.

"Term Licence" means a licence of the Software for a Term pursuant to clause 2(b).

2. LICENCE

One of the following options (a) or (b) will apply, depending on whether you have purchased a Perpetual Licence or a Term Licence.

- (c) In consideration of your agreement to the terms of this Agreement, and provided that you purchased a Perpetual License, Keysoft Solutions grants you a perpetual, non-exclusive non-transferable licence to install and use the Software and the Documentation on equipment owned by you or under your control according to the terms and conditions of this Agreement.
- (d) In consideration of your agreement to the terms of this Agreement, and provided that you purchased a Term License, Keysoft Solutions grants you, for the duration of the Term, a non-exclusive non-transferable licence to install and use the Software and the Documentation on equipment owned by you or under your control according to the terms and conditions of this Agreement.

This Agreement will apply to any update of the Software and to all additional users for whom you purchase a licence.

3. PERMITTED USERS

- (c) For each Standalone licence you purchase, you are permitted to use the Software on any single computer to which the appropriate hardware lock is attached or software lock is activated.
- (d) For each Network licence you purchase you are permitted to use the Software on any single computer attached to the network with no geographical restriction for which there is an available licence.

4. RESTRICTIONS

You may not nor permit others to:

- (f) copy the Software (other than to make one back-up copy for operational security) or Documentation except as permitted by this Agreement.
- (g) reverse engineer, decompile or disassemble the Software except to the extent permissible by law.
- (h) distribute, rent, loan, sub-license, sell, assign or otherwise transfer all or any part of the Software, Documentation or any rights granted under this Agreement to any other person or entity without the prior written consent of Keysoft Solutions.
- (i) remove or alter any copyright or other proprietary notice from any of the Software or Documentation.
- (j) attempt by any means to circumvent or remove any form of copy protection used by Keysoft Solutions in connection with the Software.

If a Computer or Server upon which the Software is installed is sold you hereby undertake irrevocably to remove and delete the software from that computer prior to it being sold.

Having purchased a single non-transferable Licence you are prohibited from renting, leasing or lending the Software to any other person or transferring or sub-licensing the licensed rights.

5. UPGRADES AND UPDATES

If this Software is being licensed to you as an upgrade or update to the Software previously licensed to you by Keysoft Solutions you must destroy all copies of the Software previously licensed to you and not required to be used with the upgrade or update, including any copies on any storage device, within thirty days of the acquisition of this Software.

6. EVALUATION COPY

This section shall only apply if the Software has been provided as an Evaluation Copy. An Evaluation Copy is provided AS IS, with no warranties, express or implied, or maintenance service, for the sole and exclusive purpose of enabling you to evaluate the Software.

If you wish to continue to use the Software at the end of the evaluation period specified by Keysoft Solutions, you must contact a Keysoft Solutions representative and purchase a licence.

If you elect to discontinue use of the Software at the end of the evaluation period, you must delete all copies of the Software on any machine on which it has been installed, including backup copies, and

delete all drawings created using the Software. You must also return controlling hardware locks, user manuals and any other materials provided to you as part of the evaluation process.

7. COPYRIGHT

All intellectual property rights (including copyright and patent rights) in the Software and Documentation and any copies made by you shall remain with Keysoft Solutions or with such owner as has granted Keysoft Solutions a licence to distribute this software. Your possession, installation or use of the Software does not transfer any title to any intellectual property rights in the Software to you and you will not acquire any rights to the Software except for the licence as expressly set out in this Agreement.

8. FONTS

Supplied with our software is a set of computer fonts officially approved by the relevant government transport department (including Transport and Motorway fonts). These fonts are required to be installed on a PC for the drawings using them to display correctly. However, these fonts are software products independent of the Software and are protected by intellectual property law and may only be used on the terms of this Agreement. They may not be reverse engineered or modified in any way. They must not be copied onto PCs for which a licence has not been granted for the fonts. The licence for the use of a copy of Keysoft Solutions software does not automatically permit the copying, or transmittal of any kind, of the font files without express permission. A licence for this may be granted by Keysoft Solutions in its discretion on application by you.

To display the fonts correctly when an AutoCAD drawing using these is transferred electronically, the Real Text feature should be used. This feature is covered in detail in the User Manual. You may also create static images using the fonts.

Any True Type fonts supplied, once installed into Windows, become available for use in other software such as Microsoft Word. You are licensed (in the case of a Term Licence, only for the duration of the Term) to use the fonts to create and save documents. However, when a document is to be sent outside of your organisation, you must embed the font where this option is available. It must not, however, be possible to extract the font from the document on the target machine as this will constitute a transmission of the font.

If you have any doubts about the licensing position in respect of fonts, please contact Keysoft Solutions. You must not copy or permit the copying or transmission of any kind of any of the files which are the composite parts of the software without the express permission of Keysoft Solutions in writing.

9. WARRANTY

Keysoft Solutions warrants that the Software is free of significant errors for a period of ninety days from your receipt of this package under normal use provided that the liability of Keysoft Solutions under this warranty will be at the option of Keysoft Solutions to attempt to correct any errors, replace the media or refund the licence fee and terminate this Agreement subject to the return of the Software and Documentation. The Warranty shall not apply if you:

- (d) Make modifications to this software without the consent of Keysoft Solutions or
- (e) Use the software in a manner for which it is not intended or
- (f) Use the software other than as permitted under this Agreement.

The Warranties and Conditions stated in this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in the software or the

documentation which might but for this paragraph have effect between Keysoft Solutions and you or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the maximum extent permitted by law.

10. LIABILITY

- (d) Nothing in this Agreement shall limit the liability of either party for death or injury caused by its negligence.
- (e) Keysoft Solutions shall not be liable to you for any loss of profit or contracts, special, indirect or consequential loss.
- (f) The liability of Keysoft Solutions under this Agreement shall not exceed the price payable by you for the Software.

11. TERMINATION

Keysoft Solutions may terminate this Agreement immediately by written notice if:

- (d) You make any unauthorised copy of the Software or Documentation.
- (e) You fail to comply with the terms of this Agreement.
- (f) You fail to pay when reasonably requested to do so by Keysoft Solutions any sum in relation to the purchase of the Software or annual support fee pursuant to any support contract agreed between you and Keysoft Solutions.

This Agreement shall terminate without further notice or action by Keysoft Solutions on the expiry of the Term in the case of a Term Licence or if it is a Perpetual Licence or a Term Licence if you become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or receiver appointed or suffer or if anything analogous to the foregoing occurs in any jurisdiction.

Any use of any copies of the Software or Documentation after termination of this Agreement is unlawful and upon termination for any reason you must immediately cease all use of the Software and Documentation and return all copies to Keysoft Solutions.

12. GENERAL

- (i) You accept that the Software and Documentation were not designed and produced to your individual requirements and that you are responsible for their selection.
- (j) Nothing in this Agreement shall affect the statutory rights of consumers acquiring the package otherwise than in the course of a business.
- (k) This Agreement shall be governed by and construed in accordance with English Law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts.
- (l) This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all any prior understandings, undertakings and promises between you and Keysoft Solutions.
- (m) You agree that you have not entered into this Agreement in reliance upon any statement or representation not set out in the Agreement or our quotation.

- (n) Each provision of this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (o) You must comply with all applicable laws including regulations, mandatory industry codes and applicable standards in your use of the Software.
- (p) You must not assign, in whole or in part, or novate your rights and obligations under this Agreement without the prior written consent of Keysoft Solutions.

13. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

Keysoft Solutions will indemnify you and keep you fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use or possession of the Software infringes the intellectual property rights (including without limitation any patent, copyright, design right, registered design or trademark) of any third party, subject to the following conditions:

- (e) you shall promptly notify Keysoft Solutions in writing of any allegations of infringement of which you have notice, and will not make any admissions without Keysoft Solutions' prior written consent;
- (f) you, at Keysoft Solutions' request and expense, shall allow Keysoft Solutions to conduct and/or settle all negotiations and litigation resulting from any such claim;
- (g) you shall, at the request of Keysoft Solutions, afford all reasonable assistance with such negotiations or litigation, and shall be reimbursed by Keysoft Solutions for any out of pocket expenses incurred in so doing.
- (h) the alleged infringement does not result from any non-permitted uses, alterations, modifications or enhancements carried out by you or on your behalf by a third party.

If such claim has occurred, or in Keysoft Solutions' opinion is likely to occur, Keysoft Solutions may, at its option and expense, either procure for you the right to continue using the Software or Documentation or replace or modify the same so that it becomes non-infringing without loss of functionality, or if none of the foregoing alternatives is reasonably available and at Keysoft Solutions' discretion, take back the Software and Documentation and refund to you a portion of the fees paid by you in respect of the license of the Software depreciated over a five (5) year period on a straight-line basis. The foregoing states the entire obligations of Keysoft Solutions with respect to any infringement of intellectual property rights of any third party.

14. CONFIDENTIALITY

- (a) "Confidential Information" means this Agreement, the Software, Documentation and any information and data included therein or derived therefrom and the form, format, mode or method of compilation, selection, configuration, presentation or expression of the Software or Documentation, and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing or financial data, sales information, customer or supplier information, including information provided by such customers or suppliers, provided, however, that Confidential Information shall not include any data or information which:
 - (i) at the time of disclosure, is in or, after disclosure, becomes part of the public domain through no fault of the receiving Party;

- (ii) prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party;
 - (iii) is independently developed by the receiving Party, by persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party shall have the onus of so proving on a reasonable basis;
 - (iv) subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to that information; and (C) who does not prohibit either Party from disclosing the information to others.
- (b) Each Party shall, and shall cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate it or make it available to any third party other than employees, agents and contractors of the Party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.

15. SUPPORT

Support and maintenance for the Software is included for 12 months from the Effective Date for holders of Perpetual Licences after which it can be purchased separately from us. It is included for the Term for holders of Term Licences. Such support and maintenance is in both cases provided on the terms of our Service Agreement (as set out on our website www.keysoftsolutions.com).

KEYSOFT SOLUTIONS LIMITED

SOFTWARE LICENCE AGREEMENT (ANZ)

By opening the sealed packet(s) containing the Software/Documentation and/or downloading or using the Software, you indicate your acceptance of the following Software Licence Agreement and agree only to use the Software and Documentation on the terms of this Agreement.

To operate the Software, you will need hardware with at least the minimum specifications set out on our website (keysoftsolutions.com).

1. DEFINITIONS

"Documentation" means the instruction manuals, user guides and other information supplied with the Software or from time to time by Keysoft Solutions or its representatives.

"Effective Date" means the date upon which you open the sealed pack containing the Software or download or first use the Software.

"Evaluation Copy" means a copy of the Software provided for evaluation purposes in accordance with clause 6.

"Keysoft Solutions" means Keysoft Solutions Limited.

"Licence" means either a Perpetual Licence or Term Licence depending on whether you have purchased a Perpetual Licence or a Term Licence.

"Perpetual Licence" means a perpetual licence of the Software pursuant to clause 2(a).

"Software" means the Keysoft Solutions computer program for which you have bought a licence, together with any updates subsequently supplied by Keysoft Solutions and any hardware locks or dongles.

"Term" means the limited term of the licence which you have agreed to purchase from Keysoft Solutions, commencing on the Effective Date.

"Term Licence" means a licence of the Software for a Term pursuant to clause 2(b).

2. LICENCE

One of the following options (a) or (b) will apply, depending on whether you have purchased a Perpetual Licence or a Term Licence.

In consideration of your agreement to the terms of this Agreement, Keysoft Solutions grants you either:

- (a) a perpetual non-exclusive non-transferable licence to install and use the Software and the Documentation on equipment owned by you or under your control according to the terms and conditions of this Agreement; or
- (b) a non-exclusive, non-transferable licence to install and use the Software and the Documentation for the Term on equipment owned by you or under your control according to the terms and conditions of this Agreement.

This Agreement becomes operative unless expressly agreed by Keysoft Solutions to the contrary on the Effective Date. This Agreement will apply to any update of the Software and to all additional users for whom you purchase a licence.

3. PERMITTED USERS

- (a) For each standalone Licence you purchase, you are permitted to use the Software on any single computer to which the appropriate hardware lock is attached.
- (b) For each network Licence you purchase you are permitted to use the Software on any single computer attached to the network with no geographical restriction for which there is an available licence.

4. RESTRICTIONS

You may not nor permit others to:

- (a) copy the Software (other than to make one back-up copy for operational security) or Documentation except as permitted by this Agreement.
- (b) reverse engineer, decompile or disassemble the Software except to the extent permissible by law (or, in Australia, the Copyright Act 1968 (Cth)).
- (c) distribute, rent, loan, sub-license, sell, assign or otherwise transfer all or any part of the Software, Documentation or any rights granted under this Agreement to any other person or entity without the prior written consent of Keysoft Solutions.
- (d) remove or alter any copyright or other proprietary notice from any of the Software or Documentation.
- (e) attempt by any means to circumvent or remove any form of copy protection used by Keysoft Solutions in connection with the Software.

If a Computer or Server upon which the Software is installed is sold you hereby undertake irrevocably to remove and delete the software from that computer prior to it being sold.

Having purchased a single non transferable Licence you are prohibited from renting, leasing or lending the Software to any other person or transferring or sub-licensing the licensed rights.

5. UPGRADES AND UPDATES

If this Software is being licensed to you as an upgrade or update to the Software previously licensed to you by Keysoft Solutions you must destroy all copies of the Software previously licensed to you and not required to be used with the upgrade or update, including any copies on any storage device, within thirty days of the acquisition of this Software.

6. EVALUATION COPY

This section shall only apply if the Software has been provided as an Evaluation Copy. An Evaluation Copy is provided AS IS, with no warranties, express or implied, or maintenance service, for the sole and exclusive purpose of enabling you to evaluate the Software.

If you wish to continue to use the Software at the end of the evaluation period specified by Keysoft Solutions, you must contact a Keysoft Solutions representative and purchase a Licence.

If you elect to discontinue use of the Software at the end of the evaluation period, you must delete all copies of the Software on any machine on which it has been installed, including backup copies, and delete all drawings created using the Software. You must also return controlling hardware locks, user manuals and any other materials provided to you as part of the evaluation process.

7. COPYRIGHT

Intellectual property rights (including copyright and patent rights) in the Software and Documentation and any copies made by you shall remain with Keysoft Solutions or with such owner as has granted Keysoft Solutions a licence to distribute this software. Your possession, installation or use of the Software does not transfer any title to the Intellectual Property in the Software to you and you will not acquire any rights to the Software except as expressly set out in this Agreement.

8. FONTS

Supplied with our software is a set of computer fonts. These fonts are required to be installed on a PC for the drawings using them to display correctly. However, these fonts are software products independent of the Software and are protected by intellectual property law and may only be used on the terms of this Agreement. They may not be reverse engineered or modified in any way. They must not be copied onto PCs for which a licence has not been granted for the fonts. The licence for the use of a copy of Keysoft Solutions software does not automatically permit the copying, or transmittal of any kind, of the font files without express permission. A licence for this may be granted by Keysoft Solutions in its discretion on application by you.

To display the fonts correctly when an AutoCAD drawing using these is transferred electronically, the Real Text feature should be used. This feature is covered in detail in the User Manual. You may also create static images using the fonts.

Any True Type fonts supplied, once installed into Windows, become available for use in other software such as Microsoft Word. You are licensed (in the case of a Term Licence only for the Term) to use the fonts to create and save documents. However, when a document is to be sent outside of your organisation, you must embed the font where this option is available. It must not, however, be possible to extract the font from the document on the target machine as this will constitute a transmission of the font.

If you have any doubts about the licensing position in respect of fonts, please contact Keysoft Solutions. You must not copy or permit the copying or transmission of any kind of any of the files which are the composite parts of the software without the express permission of Keysoft Solutions in writing.

9. WARRANTY

Keysoft Solutions warrants that the Software is free of significant errors for a period of ninety days from your receipt of this package under normal use provided that the liability of Keysoft Solutions under this warranty will be at the option of Keysoft Solutions to attempt to correct any errors, replace the media or refund the licence fee and terminate this Agreement subject to the return of the Software and Documentation. The warranty shall not apply if you:-

- (a) Make modifications to this software without the consent of Keysoft Solutions; or
- (b) Use the software in a manner for which it is not intended; or
- (c) Use the software other than as permitted under this Agreement.

Except as expressly provided below in relation to customers located in Australia, the Warranties and Conditions stated in this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in the software or the

documentation which might but for this paragraph have effect between Keysoft Solutions and you or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the maximum extent permitted by law.

For customers located in New Zealand only: For the avoidance of doubt, you agree that you are acquiring the Software and Documentation for the purpose of a business and (for customers in New Zealand) that the provisions of the Consumer Guarantee Act 1993 do not apply to this Agreement, the Software or the Documentation.

For customers located in Australia only: To claim under this warranty (the cost of which shall be borne by you), you should contact Keysoft Solutions as follows:

Ardencroft Court
Ardens Grafton
Alcester
Warwickshire
B49 6DP
UK

Tel: +44 8451 303040
Fax: +44 8451 303141
Email: Info@keysoftsolutions.com

The benefit of this warranty is in addition to other rights and remedies available to you. 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have our goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure. This statement, where applicable, also applies to the services that we provide.

10. LIABILITY

- (a) Nothing in this Agreement shall limit the liability of either party for death or injury caused by its negligence.
- (b) Keysoft Solutions shall not be liable to you for any loss of profit, business, contracts or opportunity, data or special, indirect or consequential loss of any nature.
- (c) The liability of Keysoft Solutions under this Agreement shall not exceed the price payable by you for the Software.
- (d) If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any good or service supplied by Keysoft Solutions in connection with this agreement, and Keysoft Solutions' liability for failing to comply with that guarantee cannot be excluded but may be limited, clauses 10(b) and 10(c) do not apply to that liability and instead Keysoft Solutions' liability for such failure is limited (at Keysoft Solutions' election) to, in the case of a supply of goods, Keysoft Solutions replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, Keysoft Solutions supplying the services again or paying the cost of having the services supplied again.

11. TERMINATION

Keysoft Solutions may terminate this Agreement immediately by written notice if:

- (a) You make any unauthorised copy of the Software or Documentation;

- (b) You fail to comply with the terms of this Agreement;
- (c) You fail to pay when reasonably requested to do so by Keysoft Solutions any sum in relation to the purchase of the Software or annual support fee pursuant to any support contract agreed between you and Keysoft Solutions.

This Agreement shall terminate without further notice or action by Keysoft Solutions on the expiry of the Term in the case of a Term Licence or, in the case of either a Perpetual Licence or a Term Licence, if you become bankrupt, go into liquidation, go into receivership, suffer or make any winding up petition, make an arrangement with your creditors, have a liquidator, an administrator, administrative receiver or receiver appointed or suffer or if anything analogous to the foregoing occurs in any jurisdiction.

The Licence is immediately revoked on termination. Any use of any copies of the Software or Documentation after termination of this Agreement is unlawful and upon termination for any reason you must immediately cease all use of the Software and Documentation and return all copies to Keysoft Solutions.

12. GENERAL

- (a) You accept that the Software and Documentation were not designed and produced to your individual requirements and that you are responsible for their selection.
- (b) For customers in Australia, this Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia and the parties hereto agree to submit to the non-exclusive jurisdiction of the Queensland Courts.
- (c) For customers in New Zealand, this Agreement shall be governed by and construed in accordance with New Zealand law and the parties hereto agree to submit to the non-exclusive jurisdiction of the New Zealand Courts.
- (d) This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all any prior understandings, undertakings and promises between you and Keysoft Solutions.
- (e) You agree that you have not entered into this Agreement in reliance upon any statement or representation not set out in the Agreement or our quotation.
- (f) Each provision of this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (g) You must comply with all applicable laws including regulations, mandatory industry codes and applicable standards in your use of the Software.
- (h) You must not assign, in whole or in part, or novate your rights and obligations under this Agreement without the prior written consent of Keysoft Solutions.

13. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

Keysoft Solutions will indemnify you and keep you fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use or possession of the Software infringes the intellectual property rights (including without limitation any patent, copyright, design right, registered design or trademark) of any third party, subject to the following conditions:

- (a) you shall promptly notify Keysoft Solutions in writing of any allegations of infringement of which you have notice, and will not make any admissions without Keysoft Solutions' prior written consent;
- (b) you, at Keysoft Solutions' request and expense, shall allow Keysoft Solutions to conduct and/or settle all negotiations and litigation resulting from any such claim;
- (c) you shall, at the request of Keysoft Solutions, afford all reasonable assistance with such negotiations or litigation, and shall be reimbursed by Keysoft Solutions for any out of pocket expenses incurred in so doing.

Keysoft Solutions will have no liability under this clause 13 to the extent that any claim arises from modification of the Software by you without Keysoft Solutions' prior written consent.

14. SUPPORT

Support and maintenance for the Software is included for 12 months from the Effective Date for holders of Perpetual Licences after which support and maintenance can be purchased separately from us. Support and maintenance is included for the Term for holders of Term Licences. Such support and maintenance is in both cases provided on the terms of our Service Agreement (as set out on our website www.keysoftsolutions.com).