

Central Innovation Pty Limited (ACN 123 240 362)

SharpBOM END USER LICENCE AGREEMENT (User Licence)

1. TERMS & CONDITIONS

- (a) You accept that the terms of this End User Licence Agreement (User Licence) constitute an agreement between Central Innovation Pty Limited (ACN 123 240 362), 2/20 Bridge St, Pymble NSW 2073 (Central Innovation) and You with respect to the use of a collection of macros, add-ins, software and other tools developed by Central Innovation and combined into a software product suite known as SharpBOM (the Software).
- (b) By installing, copying, downloading, clicking "I Agree" upon installing or otherwise accessing the Software, to be bound by the terms of this User Licence without modification.
- (c) You agree to be bound by this User Licence and to pay the Fee described in this User Licence.
- (d) Further, You will be bound by the automatic renewal terms of this User Licence which will be further described by Central Innovation in writing or through the Central Innovation public website.
- (e) If You are entering into this User Licence on behalf of a company or other legal entity, You confirm that You have the authority to bind such company or legal entity to this User Licence.

2. LICENCE OF SOFTWARE

2.1. User Licence

By downloading the Software You agree to the restrictions set out in this User Licence and Central Innovation grants to You a licence that is:

- (a) limited to a term of 12 months after which it must be automatically renewed or a new User Licence must be purchased for another term;
- (b) non-exclusive, non-transferable and non-sub-licensable;
- (c) is a licence to use the Software in accordance with the terms set out in this User Licence.
- (d) By paying the agreed fee, you can have up to ten (10) users accessing the Software, unless additional users have been approved in writing by Central Innovation.

2.2 General Rights and Obligations

2.2.1 The Software must be used by or under the supervision of a suitably qualified and trained professional. The outcomes achieved with the Software are solely the responsibility of You.

2.2.2 You may make a reasonable number of copies of the Software for internal use only for back-up and recovery, and system testing for a maximum period of 3 days. This is provided that You also reproduce such copies to bear any copyright, trademark or other proprietary markings and notices contained in or on the Software and or documentation accompanying the Software and You do not remove such marks from the original.

2.2. Licence Type and Duration

The User Licence for the Software is a limited-time Licence to use, the Software as set out in this User Licence and is granted to You by Central Innovation for a period of not more than 12 months providing the applicable fee is paid to Central Innovation in full.

3. USE OF THE SOFTWARE

3.1. Use Guidelines

You must:

- (a) use the Software solely for Your own internal business operations;
- (b) use the Software in accordance with all applicable laws and regulations in your jurisdiction for which you are solely responsible;
- (c) use the Software in accordance with this User Licence; and
- (d) use industry standard physical, logical and electronic security and confidentiality systems to protect the Software.

3.2. Restrictions on Use

You agree that You will not:

- (a) copy, share, assign, sub-licence, transfer, lease, rent, sell, distribute, install or otherwise provide the Software to any other entity or person without Central Innovation's prior written consent. In the event that such consent is given then it would be the subject of a further agreement and related commercial terms.
- (b) Use the Software or allow the Software to be used with or in conjunction with, any application where product failure could lead to injury to persons, loss of life or severe property, financial, commercial, reputation or environmental damage; or
- (c) permit any other person, whether contractor, employee, agent, affiliate or associated entity whether acting directly or indirectly on Your behalf, to make copies of the Software or breach any of the restrictions set out in this clause or elsewhere in the User Licence.
- (d) The software is only available for Current Central Innovation Customers and overseas SOLIDWORKS® (overseas is anyone who resides outside of Australia and New Zealand) users. If you do not meet the criteria outlined, Central Innovation reserves the right to cancel your subscription or refuse to renew your subscription.

4. FEES & PAYMENT

4.1. Licence Fee

- (a) Subject to clause 4.1(c), in consideration for the User Licence, You must pay to Central Innovation the Licence Fee (Fee) specified in writing by Central Innovation. Acceptance of the fees by Central Innovation will also be proof of acceptance of the User Licence and the terms applicable to the User Licence.
- (b) After the expiration of the Term or an Additional Term, Central Innovation may, on not less than 30 days' notice in writing to You, increase the Licence Fee for the balance of any Additional Term.
- (c) If You hold a current Central Innovation Service Plan or software maintenance agreement, you may be entitled to either complimentary licenses or a discounted fee for the User Licence for the Software which will be communicated to you in writing. Complimentary licences and discounts will be made available in writing by Central Innovation and is not available with any other offer. Please note these offers are only valid for a 12 month period after which you will be informed in writing whether the offer will continue or you are required to pay the full licence fee to keep access to the software.

- (d) Your account will automatically renew (subject to clause 4.1(e)) - and your credit card will automatically be charged - on an annual basis, unless and until these Terms are terminated by either party in accordance with clause 10.
- (e) The fees charged for having an account are as set out in the Central Innovation Public website, the applicable Fee is automatically charged to your credit card 2 months in advance on an annual basis and are non-refundable. If payment cannot be taken on the billing date, we will attempt to take payment from you again five (5) days later. If payment can still not be taken, we may immediately cancel your account in accordance with clause 10.3.

5. PROPRIETARY RIGHTS

5.1. Reservation of Rights

Subject to the limited rights expressly granted by the User Licence, Central Innovation reserves all right, title and interest in and to the Software, including all related Intellectual Property Rights.

5.2. Restrictions

You must not:

- (a) modify, copy or create derivative works based on the Software;
- (b) frame or mirror any content forming part of the Software;
- (c) reverse engineer the Software;
- (d) access the Software in order to build a competitive product or service;
- (e) offer a service that is based upon the use of Software; or
- (f) access the Software to copy any ideas, features, functions or graphics of the Software.

5.3. Improvements and Amendments

Central Innovation reserves the right to make changes to the Software at its discretion. Central Innovation will own all right, title and interest, including all Intellectual Property Rights, in and to the Software and any improvements or amendments to the Software. Central Innovation reserves the right to add or subtract any functionality or any new programs, upgrades, modifications or enhancements developed by Central Innovation in connection with the provision of the Software, even when refinements and improvements result from Your request.

To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Central Innovation by virtue of this User Licence or otherwise, You undertake to take any action required to transfer and assign to Central Innovation all right, title, and interest which You or Your Affiliates may have to such refinements and improvements.

5.4 Survival

Clause 5 and its sub-clauses continues to bind You and Central Innovation to the respective obligations under this clause should the User Licence terminate.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information

Confidential Information means all confidential and proprietary information of a party (**Disclosing Party**) disclosed to the other party (**Receiving Party**) that the Disclosing Party considers to be confidential information and that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, the terms of this User Licence. Confidential Information does not include any information that:

- (a) is or becomes generally known to the public without breach of any obligation owed to the

Disclosing Party;

- (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or
- (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2. Confidentiality

- (a) Subject to clause 6.2(b), the Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this User Licence, except with the Disclosing Party's prior written permission.
- (b) The Receiving Party may disclose such Confidential Information to those of its employees, contractors or Affiliates who need to know the information for the purposes of using the Software for the legitimate business purposes of You and You certify that such persons have agreed, either as a condition of employment or in order to obtain the Confidential Information, to keep the Confidential Information confidential.
- (c) The Receiving Party will use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care.

6.3. Recovered Information

You fully acknowledge and give permission to Central Innovation to gather and collect information with respect to the download and use of the Software. Such information may include IP data, location of download or use, date and time of access and source the Software or code was accessed from.

6.4. Compelled Disclosure

If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5. Survival

Clause 6 and its sub-clauses continues to bind You and Central Innovation to the respective obligations under this clause should the User Licence terminate.

7. WARRANTIES & DISCLAIMERS

7.1. Limited Warranty

Except as otherwise expressly provided or as required by law, Central Innovation does not give any representations or warranties in relation to the Software, including that the Software will meet Your requirements or that the operation of the Software will be uninterrupted (whether due to the failure of any hosted component of the Software or otherwise) or error free or that any internet tool will be completely secure.

7.2. Remedy for non-conforming Software

If deviations in the Software occur and the Software is considered non-conforming, then on written notice Central Innovation may in its absolute discretion select to:

- (a) replace the Software.

- (b) use its reasonable efforts to repair the Software; or
- (c) reimburse You for any unused portion of the Licence Fee.

7.3. Australian Consumer Law

Where the provisions of the *Competition and Consumer Act 2010 (Cth) (Act)* apply, Central Innovation gives the warranties required under that Act and You have the rights provided to You under the Act.

8. INDEMNIFICATION

8.1. Indemnification

You shall indemnify and hold harmless and, at the option of Central Innovation, defend Central Innovation and any of its Affiliates from and against all claims, losses, damages, judgments, costs and expenses (including legal fees) incurred directly or indirectly by Central Innovation arising out of or relating to Your violation of **clauses 2, 3, 5, 6 and 7** of this User Licence.

9. LIMITATIONS

9.1. Limitation of Liability

To the extent permitted by law, Central Innovation's liability to You, whether before or after the termination of this User Licence, in respect of any loss or damage whatsoever, whether arising in contract, tort (including negligence), pursuant to any statute or otherwise, sustained by You or any other person in relation to any matter connected with this User Licence or the Software is limited to the Fee paid by You for the Software in the 12 months before the incident giving rise to the liability.

9.2. Exclusion of consequential and related damages

The limitation of liability in **clause 9.1** extends to loss or damage including, without limitation, loss of profits, indirect, special, incidental, punitive, consequential or special loss or damages caused by a breach of this User Licence or any non-conforming Software (including, but not limited to, claims for loss of data, goodwill, use of the Software, late delivery, interruption in use, corruption or availability of data, stoppage of other work or impairment of other assets) whether or not such loss or damage was reasonably foreseeable.

9.3. No Reliance

You acknowledge and confirm to Central Innovation that at the time of entering into this User Licence, You are not relying on any representation made by Central Innovation or any of its officers, employees, contractors or subcontractors that has not been stated expressly in this User Licence, or on any descriptions or specifications contained in any other document, including any presentations, catalogues or publicity material produced by or on behalf of Central Innovation.

10. TERM & TERMINATION

10.1. Term

This User Licence commences on the date that You download or access the Software and continues 12 months unless terminated by Central Innovation in accordance with this User Licence.

10.2. Additional Term, Automatic Renewal and Payment

- a. Central Innovation will provide you with a User Licence renewal notification through electronic mail approximately three (3) months prior to the subscription expiry date. This will provide you with the opportunity to cancel the subscription. Unless terminated by you, the User Licence will renew for a further term and your credit card will be debited for the value of the term.

- b. You can cancel automatic renewal of the User Licence not less than 3 months prior not the subscription renewal date by visiting the Central Innovation Public website and completing the cancellation steps.
- c. You can cancel your User Licence and not renew for a additional term before the end of the current pre-paid year and your cancellation will take effect at the end of the applicable pre-paid period and you will not be charged an additional fee.

10.3. Termination for breach

Central Innovation may immediately terminate this User Licence where:

- (a) You fail to pay any amount owing to Central Innovation as and when due; or
- (b) You are in breach of this User Licence and fail to remedy that breach within 15 days of being notified of such breach.

10.4. Termination without cause

After expiration of the Term or Additional Terms, Central Innovation may terminate the User Licence by giving you written notice of 15 days if payment in full is not received.

11. ASSIGNMENT

Central Innovation may, in its absolute discretion, assign any of its entitlements and/or benefits under this User Licence to anyone without your approval.

12. GENERAL

- (a) Except as expressly stated, no variation of this User Licence will be binding on the parties unless in writing and signed by both parties.
- (b) This User License is governed by and construed in accordance with the laws of the State of New South Wales and the Commonwealth of Australia and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.
- (c) Subject to clause 12(d), if a provision of this User Licence is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this document.
- (d) Clause 12(c) does not apply if severing the provision:
 - (i) materially alters the scope and nature of this document;
 - (ii) materially alters the relative commercial or financial positions of the parties; or
 - (iii) would be contrary to public policy.

13. DEFINITIONS

Additional Term means a term additional to the initial term. See Term.

Affiliates means:

- (a) with respect to a person, a relative, spouse, de-facto or colleague of that person;
- (b) with respect to a corporation a related entity (as defined in the *Corporations Act 2001* (Cth)).

Central Innovation Service Plan means a Service Plan or Software Maintenance Agreement that is paid up in full and may, among other things, cover the use of Dassault or SOLIDWORKS products sold to the customer by Central Innovation or its Affiliates, and for which a current paid agreement with Central Innovation is in place.

Confidential Information has the meaning given to that term in clause 6.1.

Current Central Innovation Customers means having an existing maintenance agreement for a SOLIDWORKS® licence with Central Innovation or its Affiliates at the time of sale.

Disclosing Party has the meaning given to that term in clause 6.1.

Documentation means the sales or other documentation provided by Central Innovation to You in relation to the Software.

Fee means the licence fee payable to Central Innovation for use of the Software for a 12-month period.

Intellectual Property Rights means:

- (a) patents, designs, trademarks and service marks (whether registered or unregistered) and any application for, or rights to apply for registration of any patent, design, trademark or service mark;
- (b) copyright (including copyright in software, websites, databases and advertising and other promotional materials);
- (c) all rights to have information (including trade secrets, know-how, operating procedures and technical information) kept confidential; and
- (d) all other rights or protections having similar effect anywhere in the world.

Receiving Party has the meaning given to that term in clause 6.1.

Software has the meaning given to that term in clause 1 (a).

Term means the term of the User Licence being 12 months from the date of downloading the software if the applicable 12 month fee is paid.

User Licence means the End User Licence Agreement or EULA for the use of sharpBOM.

You means the entity named in **clause 1** of this User Licence or, where no party has been named, means the entity or person named in the Download process as being the prospective user of the Software and the person who is therefore the counterparty to this User Licence (**Your** and **Yours** have corresponding meanings).