

FRAMECAD LIMITED SOFTWARE LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND FRAMECAD. READ IT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENCE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY SELECTING THE DOWNLOAD OR INSTALL NOW BUTTON AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

"Confidential Information" means any information that is not in the public domain which is obtained by you in the course of or in connection with your use of the Software or any earlier version of the Software, including (to the extent obtained by you) the source code of the Software, the terms of this Agreement, the terms of any associated undertakings made by you in connection with this Agreement and any information about Framacad's business including all customer lists and databases, whether such information was obtained before or after the date of this Agreement and whether disclosed to you by or on behalf of FRAMECAD, any of its partner organizations, third party service providers, or other customers or from any other source.

"Device" means a single CPU, whether contained in a personal computer, Steel FRAMECAD production equipment or Framemaster production equipment.

"Documentation" means the documentation, associated media, printed materials, and online or electronic documentation accompanying or related to the Software.

"Licence Fee" means the fee payable in respect of your use of the Software for the Licence Period, as specified by FRAMECAD from time to time.

"Licence Period" means the period for which you are entitled to use the Software in accordance with this Agreement, which shall be the length of time (or quantity of production) agreed between you and FRAMECAD when you pay the Licence Fee and shall commence from the date FRAMECAD sends you a Security Key for the Software.

"Security Key" means the mechanism for unlocking and activating the Software provided to you by FRAMECAD, which may be either: (i) a hardware token which must be inserted into a Device in order to operate the Software; or (ii) a software key or alpha-numeric code which must be entered upon running the Software in order to activate its functionality.

"you" means the person who downloads the Software and pays the Licence Fee, which in many cases will be an organization represented by one or more individuals, and includes (where the context permits) any party whom that organization permits to use the Software.

"FRAMECAD " shall mean FRAMECAD Limited and its assignees, if any.

"Software" means the applicable [FRAMECAD *QuikSeries* / *FRAMECAD Detailer* / *FRAMECAD Factory* / *FRAMECAD ProDesign*] software program(s).

2. LICENCE GRANT

The Software is licensed for the Licence Period only in consideration of the payment of a Licence Fee for that Licence Period.

FRAMECAD grants you the right for the Licence Period to:

- a. install and use the Software for your internal business purposes only, either:
 - i. on one Device if you have purchased a single-user licence; or
 - ii. if you have purchased a multi-user or network licence, on the number of concurrent

Devices which you have purchased;

- b. transfer the Software from one Device to another provided it is used on only one Device (for a single user licence) or the purchased number of concurrent Devices (for a multi-user or network licence) at any one time;
- c. make up to 2 copies of the Software for back-up purposes only;
- d. use any Documentation in support of the permitted use for the Software set out above and make up to 2 copies of the Documentation as are reasonably necessary for your lawful use;
- e. use the Security Key in accordance with this AGREEMENT and all directions and instructions from FRAMECAD to access and operate the Software for the Licence Period.

The Licence Fee is payable in advance of each Licence Period and you have no rights to the Software or Documentation under this Agreement until FRAMECAD has received the applicable Licence Fee and issued you with a Security Key. You may only use the Security Key to access and use the Software in accordance with this Agreement for the Licence Period.

Upon expiry of the Licence Period all your rights to use the Software immediately cease and this Agreement terminates. If you wish to continue using the Software after the expiry of the Licence Period and FRAMECAD continues to offer licences to that version of the Software, you may enquire with FRAMECAD about entering into a new licence agreement on whatever terms (and licence fee) are offered by FRAMECAD at that point in time as set out on the FRAMECAD website unless other terms are notified to you in writing by FRAMECAD. Such enquiry shall be deemed to be an offer by you which FRAMECAD may accept or reject in its sole discretion and FRAMECAD shall be under no obligation whatsoever to enter into any new licence agreement.

The licence granted to you under this Agreement is non-exclusive.

This Agreement does not grant you any rights to trade marks, service marks or trade names of FRAMECAD, including *FRAMECAD™*, *the FRAMECAD logo*, *FRAMEMASTER™*, *the FRAMEMASTER logo*, or *QUIKSERIES™*. All rights in these trade marks, service marks and trade names shall remain owned exclusively by FRAMECAD.

You agree that FRAMECAD and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. FRAMECAD may use this information to improve our products or to provide customized services or technologies to you.

This Agreement applies to updates, supplements, add-on components, or Internet-based services components, of the Software that FRAMECAD may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. FRAMECAD reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software. If an update or upgrade is provided to you by FRAMECAD at no additional cost or without a variation of the Licence Fee, you must install the update or upgrade within 15 days of it being provided to you. If an update or upgrade carries an additional charge or variation to the Licence Fee, you may choose whether or not to install such update or upgrade.

To install and use an upgrade, you must first be licensed for the underlying Software subject to the upgrade. After installing the upgrade, you may no longer use the original Software that formed the basis for your upgrade eligibility, except as part of the upgraded Software.

If FRAMECAD suspects on reasonable grounds that you are or have been using the software or any other FRAMECAD software without a valid license or other than in accordance with this agreement or the applicable licence terms, it may (in addition to and without limiting any of its other rights under this Agreement) without notice suspend your access to the software until such unauthorized use is resolved to FRAMECAD's satisfaction.

FRAMECAD requires online or phone based registration (registered to your company or organization) for all software products licensed. You will provide information as requested pertaining to your company or organization details, registered and physical location, primary contact and contact details, product details, version numbers and any other relevant information requested. If you fail to register or provide any incorrect or misleading information, FRAMECAD may terminate this Agreement at any time by notice to you in writing.

You agree that all personal information provided to FRAMECAD will be stored or processed by FRAMECAD in

New Zealand and that you have taken all necessary steps to ensure that your disclosure of such personal information to FRAMECAD and FRAMECAD's processing of such personal information complies with any applicable laws.

3. LICENCE RESTRICTIONS

Except to the extent expressly provided in clause 2 of this Agreement you may not (i) make or distribute copies of the Software; or (ii) use the Software on more than one Device at a time (for a single user licence) or the purchased number of concurrent Devices (for a multi-user or network licence).

You may not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on, the Software or the Documentation or combine the Software or permit the Software to be combined with any other software.

You may not rent, transfer, assign, mortgage, charge, lease, or sublicense any of your rights under this Agreement or to the Software or Documentation to any person or company without the prior written consent of FRAMECAD which, if given, is subject to the transferee's consent to the terms and conditions of this Agreement.

You may not remove any proprietary notices, branding, labels, or marks on the Software or Documentation.

You may not copy, interfere with, modify, disassemble or reverse engineer the Security Key and must not attempt to work around, re-create or circumvent the Security Key or any requirement in the Software for the Security Key. If you lose your Security Key or your Security Key is damaged or ceases to operate, please contact FRAMECAD immediately to request a replacement.

You must ensure that only authorized individuals within your organization have access to and use the Software and that all such individuals at all times comply with the terms of this Agreement.

4. AUDIT

You agree that both during the term of this Agreement and for the period of 3 years after its termination or expiry FRAMECAD or its authorized representatives may at any time during normal business hours on at least one business day's notice inspect and have access to any premises and computer equipment located there at which the Software or Documentation is being kept or used and any records kept in relation to your use of the Software or this Agreement, to ensure you are complying with the terms of this Agreement and/or are not using any other FRAMECAD software without a valid licence or in breach of its application licence terms. In the event that any such audit reveals any non-compliance with the terms of this Agreement or other applicable licence terms or reveals any unlicensed use of any FRAMECAD software, you shall bear all of FRAMECAD's costs in carrying out such audit in addition to any other remedies FRAMECAD may have in respect of the non-compliance or unauthorized use.

5. OWNERSHIP

This Agreement gives you a limited licence to use the Software for the Licence Period. FRAMECAD and its suppliers retain all right, title and interest, including all copyright and other intellectual property rights, in and to, the Software and all copies thereof. All rights not specifically granted in this Agreement, including to New Zealand and International Copyright, are reserved by FRAMECAD and its suppliers. Unauthorized copying of the Software or the Documentation or failure to comply with the restrictions of this Agreement in full will result in automatic termination of this licence and prosecution to the maximum extent allowed under law.

6. WARRANTY AND DISCLAIMER

THE SOFTWARE IS SUPPLIED TO YOU "AS IS" AND EXCEPT FOR ANY WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, FRAMECAD MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH YOU, AND FRAMECAD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. FRAMECAD DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

Some countries do not allow the exclusion of implied warranties so the above exclusions may not apply to you.

This warranty gives you specific legal rights. You may also have other rights, which vary, from state to state and country to country.

You warrant that you have reviewed the minimum system requirements specified by FRAMECAD from time to time in respect of Devices which can run the Software and are satisfied that all Devices on which you intend to run the Software comply with such specifications.

7. LIABILITY AND INDEMNITY

To the maximum extent permitted by applicable law, in no event shall FRAMECAD or its suppliers be liable, whether in contract, tort (including negligence), or otherwise, for any:

- a. loss of profits, loss of Confidential Information or other information, business interruption, lack of anticipated savings or loss of opportunity;
- b. any special, incidental, indirect, or consequential loss; or
- c. for any other pecuniary or other loss whatsoever, including arising out of or in any way related to the use of or inability to use the Software, Software locked through unpaid Licence Fees, Software viruses, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of FRAMECAD or any supplier, and even if FRAMECAD or any supplier has been advised of the possibility of such damages.

Notwithstanding the above exclusions, in the event that FRAMECAD is liable to you for any reason whatsoever, (including, without limitation, in respect of any damages referenced above and all direct or general damages), the entire liability of FRAMECAD and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount of the Licence Fee actually paid by you in respect of the most recent Licence Period. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Nothing in this clause 7 excludes FRAMECAD's liability for death or personal injury.

You warrant that you are acquiring the Software for a business purpose and that as a result the New Zealand Consumer Guarantees Act 1993 and any equivalent laws or other consumer protection laws which may be applicable do not apply. If you wish to use the Software for personal (i.e. non-business) use, please contact us and we may be able to agree an alternative licence with you.

You indemnify FRAMECAD in respect of all losses (including any licence fees which FRAMECAD would otherwise have been entitled to), claims, proceedings, demands, costs and expenses (including actual legal costs incurred) arising out of (i) your use of the Software other than in accordance with this Agreement and any instructions or directions of FRAMECAD; (ii) your use of any other FRAMECAD software other than in accordance with its licence terms; (iii) any unauthorized use of the Software by any third party which occurs directly or indirectly as a result of your failure to comply with this Agreement; and (iv) the materials you design or produce through use of the Software, including any failure to comply with any applicable building codes; (v) any failure by you to comply with any applicable law or to obtain any necessary approval or consent in respect of your use of the Software or any design or materials produced as a result of your use of the Software.

8. BASIS OF BARGAIN

Clauses 6 and 7 set forth above are fundamental elements of the basis of the agreement between FRAMECAD and you. FRAMECAD would not be able to provide the Software to you for only the agreed Licence Fee without such limitations. These clauses inure to the benefit of FRAMECAD's licensors.

9. ASSIGNMENT

FRAMECAD may at any time assign, delegate, sublicense, or transfer in whole or in part its rights under this agreement to other entities within the FRAMECAD group or to any third party in connection with the sale and purchase of all or any significant part of FRAMECAD's business or assets.

10. CONFIDENTIAL INFORMATION

FRAMECAD retains all intellectual property rights, title and interest in the Confidential Information. You must use the Confidential Information solely for the purpose of installing and using the Software for your internal business purposes.

You acknowledge that the Confidential Information is provided on terms of strict confidentiality and agree to:

- a. establish and maintain proper and effective security measures to safeguard the Confidential Information at all times from unauthorised access or use;
- b. keep the Confidential Information under your control;
- c. immediately notify FRAMECAD of any suspected or actual unauthorised use, copying or disclosure of the Confidential Information;
- d. provide all assistance that is reasonably requested by FRAMECAD in relation to any proceedings that FRAMECAD may take against any person for unauthorised use, copying or disclosure of the Confidential Information; and
- e. if requested by FRAMECAD, ensure that each of your personnel who may have access to Confidential Information enters into a binding confidentiality agreement directly with FRAMECAD in a form reasonably required by FRAMECAD. FRAMECAD may withhold activation of the Software or any Security Keys until all requested undertakings have been received.

The obligations under this clause continue to apply after termination of this Agreement or expiry of the Licence Period. You will on request return the Confidential Information to FRAMECAD or destroy it and, if requested, certify to FRAMECAD in writing that all copies of the Confidential Information have been deleted and / or returned, as required by FRAMECAD.

11. GENERAL

You may voluntarily terminate this Agreement at any time after payment in full of all amounts owing by you to FRAMECAD under this Agreement. FRAMECAD may terminate this Agreement immediately upon written notice to you if you fail to comply with this Agreement or any other agreement between you and FRAMECAD or any related company (as defined in the Companies Act 1993) of FRAMECAD.

In the event of termination of this Agreement or expiry of the Licence Period, all your rights in respect of the Software and Documentation will immediately cease, and you will, within 30 days of such termination, return to FRAMECAD all copies of the Software, all Security Keys, all Confidential Information, all Documentation and delete any installed Software, unless you have entered into a new licence agreement, paid the applicable licence fee under that new licence agreement and FRAMECAD has notified you that you may continue to use the same Software, Documentation and/or Security Key. You will on request certify to FRAMECAD in writing that all copies have been deleted and / or returned as required by this clause.

Termination of this Agreement shall be without prejudice of any rights accrued prior to termination and all provisions of this Agreement intended to survive termination shall continue in full force and effect.

This Agreement will be governed by the laws of New Zealand and you irrevocably submit to the jurisdiction of the New Zealand courts. This Agreement is the entire agreement between us and supersedes any other communications or advertising with respect to the licensing of the Software and Documentation.

12. SUPPORT

FRAMECAD may provide updates, patches and fixes in respect of the Software from time to time at its sole discretion. Other than this, FRAMECAD shall provide no telephone or email support to you in respect of the use or operation of the Software, unless you enter into a separate Support Agreement with FRAMECAD. You are solely responsible for handling and resolving issues with the Software which arise during its operation. However, you may at your discretion notify us of any technical issues with the Software.

13. CONFIGURATION DATA

You are solely responsible for developing, inputting, amending, maintaining and regularly backing up the

configuration settings, data files and scripts applicable to your use of the Software (“Configuration Data”). FRAMECAD does not guarantee that upgrades or updates to the Software will be compatible with your Configuration Data and you may need to revise, re-enter and/or update the Configuration Data from time to time. Both the initial development and entry of such Configuration Data and all revisions, re-entry or updating to the Configuration Data from time to time (including where required as a result of an upgrade or update) shall be solely at your own cost.

14. DISCLAIMER

Please note that although we do our best to automate your production process, you are responsible for verifying that all measurements and material lists are correct and that the design and any substitutions or modifications made meets all local building codes and requirements. You must verify that all design criteria and materials are consistent with conditions of the constructions site, including bracing and bridging. You should review the design with a qualified engineer and / or the appropriate local authorities.

FRAMECAD assume absolutely no liability or responsibility for your design, construction or use of any output produced by the Software. It must be understood that it is the user’s responsibility to check any building permits or otherwise that may be required by city, country or state agencies. Any verification or signoff required by any relevant authorities, agencies or otherwise to ensure any output from the Software is fit for purpose or to meet any standards, regulations, laws, or building codes is solely the responsibility of the user.

You warrant that all users of the Software are experienced professionals with an understanding of the construction industry and that you will ensure that all users have the relevant qualifications and have been trained in the correct usage of the Software and the materials produced through operating the Software.

If you have any questions, please contact in writing: FRAMECAD, Customer Service, 115 Felton Mathew Ave, St Johns, Auckland, 1072, New Zealand.

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