

Terms and Conditions – myBuildings™

License

By signing ('Signing'), and complying with, these terms and conditions, Core Vision Pty Ltd ('Core Vision') grants the user ('Licensee') a non-transferable License to use the myBuildings™ Software Platform ('System'). The System is web-based meaning it is provided to the Licensee over the Internet through a unique Internet domain or sub-domain ('Website'). The License commences on Signing which must be accompanied by the payment by the Licensee of the Establishment Fee and the first month's License Fee ('Commencement'). The term of the License will continue unless terminated in accordance with the Termination clause or in accordance with common law or equity.

Services

Compliance by the Licensee with these terms and conditions also entitles the Licensee to the following support and hosting services ('Services'):

- Registration of Website domain (.com) if required
- Provision of a professional Website including the application of a look-and-feel to the existing myBuildings™ platform commensurate with the Licensee's corporate image
- Administration of the domain
- Hosting of the Website
- Generic system enhancements from time to time
- Data base management of data supplied by the Licensee
- Back-up and recovery procedures
- Reasonable email and / or telephonic support for general user advice and guidance:

Core Vision will:

- to the best of its endeavours provide the Services with due care, diligence and in a professional and workmanlike manner.

Core Vision warrants and represents to the Licensee that the System will:

- consist of the modules and functionality set out in the quotation; and
- substantially conform to all Licensor published system documentation.

License Fees and Payment Terms

- A one-time only Establishment Fee as set out in the quotation will be levied in advance to cover the administrative and registration costs and must be paid on signing of these terms and conditions.
- A License Fee as set out in the quotation is paid by the Licensee to Core Vision monthly in advance, with the first payment to be made on Signing.
- Please note that all fees are quoted and payable in Australian Dollars and are exclusive of any statutory taxes such as GST. However, if GST is applicable to the transaction it will be added to the relevant Fee and be payable by the Licensee.
- The payment terms are strictly 30 days from the date of invoice issue. For late payments, Core Vision, in

addition to the rights set out under 'Outstanding Invoices' and at law, reserves the right to recover costs reasonably incurred in recovering late payments. A separate invoice will be issued for any such costs.

- The License Fee is reviewed annually by Core Vision and that review will take account of any movement in the Consumer Price Index (CPI) from the date of the last review. Core Vision will notify the Licensee of the change to the License Fee.

Variations and Customisation

Any Licensee specific and Licensee requested modifications or variations ('Customisation') to the system must, before being implemented (if implementation is possible), be the subject of specific definition by the Licensee and must be separately approved and agreed by Core Vision in an agreement that records the relevant deliverables and milestones the subject of that Customisation and the fee to be paid by the Licensee for that Customisation.

Other Terms and Conditions

- **Confidentiality.** The details of these terms and conditions and accompanying quotation are "strictly confidential" and must not be disclosed to any third party without the written permission of the other party.
- **Content.** Material (digital, written), images, data and documents provided to Core Vision by the Licensee for inclusion in the Website ("Content") and for the purpose of undertaking the Services is warranted by the Licensee to be free from any copyright restrictions which would prevent publication on the Website.
- All Content loaded on the System remains the property of the Licensee and will be transferable in a suitable format (e.g. Excel spreadsheet) to the Licensee within 28 days of the request, given that all fee payments are up to date.
- **Modifications.** Any amendments or modifications to the Content requires the prior approval of the Licensee.
- The Licensee agrees not to reverse engineer, decompile, or dis-assemble the computer programs, user interfaces, object libraries data structures or database structures used in the Website or to make any attempt to do any of those acts.
- **Additional Services.** Should Core Vision provide services in addition to the Services, this may result in additional charges to the Licensee, but these will be agreed beforehand.
- **Acknowledgements.** Core Vision will use best endeavours to provide the Services in accordance with an agreed project time frame, subject to scope, definition, and acceptance of quotation. The Licensee acknowledges that the project timeframe is an estimate only and is based on the assumption that the Licensee will provide all information required in a timely manner. Delays in the provision of information may result in additional charges being incurred and time frames not met.
- **Outstanding Invoices.** Where invoices are not paid within 14 days of the due date Core Vision shall,

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without limitation to any other right it may have, have the right to:

- Suspend or terminate the System and the Website and/or performance of all or part of the Services without liability to Core Vision for any adverse consequences to the Licensee; and
- Charge interest on any outstanding amounts at the rate of 8% per annum compounding on a monthly basis from the date the payment was due until the date payment is made.

• **Termination:**

- The Licensee may terminate the License and the agreement ('Agreement') contained in these terms and conditions by giving 90 days prior notice in writing to the Licensor. In the event that the Licensee so terminates the License and the Agreement, all outstanding Fees and charges owing to Core Vision will, upon Core Vision's receipt of the notice of termination, become payable immediately.
- Core Vision may terminate the License and the Agreement immediately in the event of the Licensee:
 - violating the Intellectual Property rights of the System, violating the Confidentiality of the proposal and / or the System and/or attempting to transfer the rights to the License and this Agreement to a third party
- Core Vision may also terminate this Agreement and the License if (a) the Licensee fails to pay any Fee or charge due under this Agreement by the due date and fails to remedy that breach within 30 days of receiving written notice from Core Vision requiring it to do so; or (b) the Licensee fails to make a payment on the due date more than once in any quarter.
- Upon termination of the Licence and this Agreement and upon payment of all outstanding Fees, charges and interest, Core Vision will, within 28 days of a written request from the Licensee, return to the Licensee the Website Content and Licensee specific data from the System.

• **Intellectual Property.** All intellectual property rights in the System, the System computer programs, user interfaces, object libraries, data structures, software used in the System and to provide the Services and additional services (if applicable), Customisation and database structure provided will remain the property of Core Vision.

- The Content on the Website and the Licensee specific data included in the System remains the property of the Licensee.
- Core Vision represents, warrants and undertakes to the Licensee that:
 - Core Vision is the sole and exclusive owner of the System (including its intellectual property) and has the right to grant the Licence to use the System;
 - Core Vision has received no notice of any existing or threatened challenges to the validity of the System (including its intellectual property); and
 - the use or exploitation of the System (including its intellectual property) or any part of it will not infringe the intellectual property rights of any third party.

• **Indemnity.**

Subject to the Liability Limitation set out below, Core Vision agrees to indemnify the Licensee its officers, employees and agents against any liability, loss or claim arising out of or as a consequence of:

- Core Vision's negligent or wilful act or omission in the performance of the Services or of any breach of a term of these terms and conditions, and
- an alleged infringement of any third-party intellectual property rights, by reason of the Licensee's receipt or enjoyment of the Services or use of the System and Website.

• **Liability Limitation.**

- Liability for the Content provided on the Website is the responsibility of the Licensee.
- Notwithstanding anything to the contrary contained or implied herein, Core Vision's liability hereunder for any claim, loss, liability or damage for any reason whatsoever will under no circumstance exceed the License Fees ('Limitation Amount') paid for by the Licensee between the Commencement and the date that Core Vision's liability arose. And the Licensee acknowledges and agrees that Core Vision's liability hereunder is limited to the Limitation Amount.

• **Security.** The Licensee takes full responsibility for the security of all usernames and passwords created for the Website.

• **SMS Charges.** If the client wishes to use SMS messaging through the system, Core Vision reserves the right to on- charge the costs incurred (at \$0.12/message).

• **Amendment.** An amendment of, or addition to, this Agreement is not binding unless it is in writing and executed by Core Vision and the Licensee.

• **Entire Agreement.** These Terms and Conditions and the quotation comprise the entire agreement between Core Vision and the Licensee as to its subject matter. It supersedes all prior agreements, representations, conduct and understandings. In the event of an inconsistency between these documents, these documents will be interpreted in the order of precedence listed in this clause.

• **Governing Law.** The law of this Agreement is the State of Western Australia, and Core Vision and the Licensee submit to the non-exclusive jurisdiction of the courts of Western Australia and all courts of appeal from those courts.