

This agreement is concluded between

The Supplier:	Inner Range Pty. Ltd. ACN 007 103 933
	of 1 Millennium Court Knoxfield, Victoria 3180, Australia

and the User:

The Software:

This End-User Licence Agreement (EULA) governs the download, installation, copying, accessing, and/or use of the Software owned by the Supplier and related Documentation. For purposes of this EULA, "Documentation" means any explanatory materials, such as user manuals, training materials, product descriptions, regarding the implementation and use of the Software that is provided by Supplier with the Software and provided in either imprinted, electronic or online form. Please read the terms and conditions of this EULA before downloading, installing, copying, accessing, and/or otherwise using the Software. You represent and warrant that you are duly authorized and deemed to accept this EULA on behalf of User by clicking "I agree" or when you download, install, copy, access and/or use the Software (whichever occurs first), which is legally enforceable against the User. User must ensure that anyone it authorizes to use the Software must comply with this EULA and is responsible for such person's compliance with or breach of this EULA.

If you do not agree to the terms and conditions of this EULA or you are not authorized to accept the terms and conditions of this EULA by the User, you must immediately cease to download, install, copy, access or use the Software and notify the Supplier to that effect.

The Supplier and the User hereby agree that:-

- 1. The Software and related Documentation are licensed, not sold. Any rights not clearly and expressly granted to End User under this EULA are reserved to the Supplier. Provided all applicable fees in relation to the Software has been received by the Supplier, the Software is registered with the Supplier, and the User has complied with this EULA, the Supplier grants User a personal, non-exclusive, non- transferable, limited licence for the User's own use and for the intended purpose specified in the Documentation, subject to the terms of this EULA.
- 2. To the extent a software product key is provided, the licence to use, conferred by such Software product key, may only be activated on a single terminal (whether a computer, laptop, server or the like) at any point in time and should the User wish to transfer this activation from one server to another then arrangements must be made with the Supplier to facilitate this transfer. The Supplier reserves the right to withhold its co-operation in instances where it has reason to believe that the User is seeking to circumvent or compromise the Supplier's licencing requirements.
- 3. The User may use the Software on a network only if each individual accessing the Software through the network uses a copy of the Software that is properly licensed and purchased in accordance with the Supplier's commercial model. This includes all forms of remote desktop style applications.

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The Supplier and the User hereby agree that:- (cont.)

- 4. The User warrants that it will never sell or distribute the Software, with or without charge to any third party. The User further warrants that it will not rent, lease or loan the Software to a third party and will not, without written permission from the Supplier, use the software as part of a service, hosted or otherwise, for which the User directly or indirectly charges a fee. The User acknowledges that a separate commercial contract with appropriate licenses and charges is available for this specific purpose and may be entered into with the Supplier.
- 5. The User agrees that in certain circumstances in order to provide the support required by the User it may necessary for the Supplier to collect and use certain technical data relating to system performance and related information, including but not limited to personal information. The User consents to the collection of such information and the Supplier may use this information, as long as such use is compliant with the Supplier's privacy policy (https://www.innerrange.com/Contact/About-Us/Privacy-Statement), to provide support to the User and to improve its products and/or to provide services or technologies to all Users. Notwithstanding anything to the contrary as maybe agreed otherwise by the parties, the Supplier shall be relieved from any obligation to provide Software updates or upgrade, technical support or services, or any consequence of the interruption of the Software, if the User has failed to provide the Supplier with the necessary technical data or information pursuant to the foregoing provisions.
- 6. The User acknowledges, agrees with and accepts that it is solely responsible to ensure that the Software is always run on hardware that is adequate for the peak loads that can be reasonably anticipated given the known parameters of the system, the environment and the situation in which the Software is deployed. This includes cases where the Software is run on a virtual machine and in such cases the User undertakes to ensure that the resources of the virtual machine host are not oversubscribed and that the resources available to the virtual machine guest and to run the Software, are always sufficient for the peak workload even in the case of simultaneous peak workloads of all other guests and the hypervisor itself.
- 7. User acknowledges that Software may fail and is not designed, developed, tested, licensed or intended for use in the design, construction, operation, maintenance, security or protection of High Risk Facilities. Supplier and its authorized resellers have no responsibility for, and User indemnifies and holds harmless Supplier and its authorized resellers from all claims, suits, demands, proceedings, liability, losses, damages, penalties, judgements, awards, expenses including legal costs and expenses on a full indemnity basis arising from or in connection with User's use, deployment and/or sale of Software in relation to High Risk Facilities.

"High Risk Facilities" means a facility that requires extra safety functionalities such as fail-safe, fault tolerant performance features to maintain 100% security where it is reasonably forseeable that failure or compromise of security system to the facility could lead to death, personal injury or catastrophic property damage which may include but are not limited to critical infrastructure, industrial plants, manufacturing facilities, direct life support devices, aircrafts, trains, boats or other transportation vehicles, vehicle navigation or communications systems, air traffic control, weapons systems or facilities, nuclear facilities, power plants, medical systems and facilities and transportation facilities.

8. User acknowledges and agrees that Supplier relies on all acknowledgments and agreements given by the User as express representations as to its understanding as to the state of affairs acknowledged and agreed and that it has conducted such due diligence necessary in order to satisfy itself as to the state of affairs.

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Demonstration, Development, QA, Beta and Upgrade Versions

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Demonstration, Development, QA, Beta and Upgrade Versions (cont.)

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- 13. The User agrees that upon request from the Supplier or the Supplier's authorized representative, the User will, within thirty (30) days, certify that its use of the Software is in compliance with this EULA and permit access to the Supplier to conduct such audit as deemed necessary by the Supplier in order to verify such compliance. The User agrees that the Supplier may audit the User's use of the Software for compliance with these terms at any time, upon reasonable notice. If an audit identifies that User is out of compliance with the license terms of this EULA, User will be required to purchase the additional licenses and pay any reinstatement fees associated with the licenses. Supplier may also charge an out-of-compliance fee.
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Compliance with Licences (cont.)

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- 18. The User may terminate this EULA at any time (with no obligation on the part of the Supplier) by destroying all copies of the Software, deleting all copies of the Software from all hard drives, ceasing all access and/or use of the Software and Documentation; and providing satisfactory proof (which may include permitting access to the Supplier to audit) and written assurance to the Supplier that this has been done.
- 19. In so far as is practical all of the undertakings, conditions, warranties, disclaimers, limitations and indemnities contained in this EULA shall continue in force even after any rights to access and/or use the Software are terminated.

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General Conditions

- 21. User agrees that User will not, directly or indirectly, export, transmit, permit access or use the Software or any part thereof, or system or solution incorporating the Software to or in any country to which export, transmission or access is restricted by regulation, statute or laws of Australia, the United States, the European Union, or any other applicable jurisdiction, or shall be authorized by the Department of Defence of Australia or any other competent government entity that may have jurisdiction over export or transmission of the Software. User further agrees that User will not use, transfer or access the Software for any use relating to the manufacture, production or operation of any nuclear, chemical or biological weapons, or any other military usage.
- 22. This EULA shall be governed by and construed under the laws of the State of Victoria, Australia and the Commonwealth of Australia without regard to conflicts of law principles and shall not be governed by the United Nations Convention on the International Sale of Goods. If any provision of this EULA is held to be unenforceable, the remaining provisions shall remain in full force and effect.
- 23. User agrees that this EULA is deemed to be entered into at Melbourne, Australia, agrees that any legal or equitable dispute brought or arising under this EULA shall be brought in the State and Federal courts in Melbourne, Victoria, Australia and submits to the exclusive jurisdiction of those courts. This EULA constitutes the entire agreement between User and the Supplier in relation to the use of the Software and related Documentation, and shall not be modified except in writing signed by an authorized representative of the Supplier.
- 24. Each party will comply with the applicable national, state and local laws with respect to its rights and obligations under this EULA, including applicable data protection and privacy, anti-slavery and human trafficking, export control laws and regulations, the U.S. Foreign Corrupt Practices Act, and any other applicable anti-corruption laws.

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This is an agreement between Inner Range Pty. Ltd. ACN 007 103 933 of 1 Millenium Court, Knoxfield, Victoria, Australia and

Name:

Address:

ACN/ABN/COMPANY ID:

The parties agree that the attached End User Licence Agreement (EULA) represents the agreed End User Licence Agreement that is normally required to be accepted on installation of the software and supersedes it.

Executed for and on behalf of Inner Range Pty. Ltd. ACN 007 103 933 by its authorised	Executed for and on behalf of	
representative in the presence of:	by its authorised representative in the presence of:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
Witness Signature:	Witness Signature:	
Witness Name:	Witness Name:	
Revision History: INTEGRITI EULA Version (1) 9/17 INTEGRITI EULA Version (2) 03/19 EULA Version (3) 08/19 EULA Version (4) 03/21		
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