



END USER LICENCE AGREEMENT

[INNERRANGE.COM](https://www.innerrange.com)

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.

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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.
4. The User warrants that it will never sell or distribute the Software, with or without charge to and 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 foreseeable 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.

Demonstration, Development, QA, Beta and Upgrade Versions

9. If the Supplier designates any copy of the Software as a “Demonstration”, “QA”, “Development” or “Evaluation” version this Section 9 applies. The User is granted a royalty-free, non-transferable, limited license to use the Software solely for evaluation purposes for the agreed period. The “Demonstration”, “QA”, “Development” or “Evaluation” Software may contain errors or other problems that could cause system or other failures and data loss. User may use any information about the “Demonstration”, “QA”, “Development” or “Evaluation” Software gathered from its use solely for evaluation purposes and must not provide that information to any third parties. If User fails to destroy the “Demonstration”, “QA”, “Development” or “Evaluation” Software after the evaluation period has expired, Supplier may, at its discretion, invoice User in an amount equal to the Supplier book price for the Software and User must pay such invoice upon receipt. The User acknowledges that use of the Software beyond the agreed evaluation period violates the Suppliers rights. User acknowledges and agrees that Supplier will own all right, title and interest in any improvements or modifications made to the “Demonstration”, “QA”, “Development” or “Evaluation” Software, Documentation or any related intellectual property rights directly or indirectly arising from or in connection with feedback or suggestions made by User in relation to the Beta Software and hereby assigns any such rights upon the creation of any such rights.
10. If the Supplier designates any copy of the Software as a “Beta” version, this Section 10 applies. the User acknowledges that it understands that such a version of the Software has been supplied at the request of the User either to accommodate an urgent requirement of the User or as part of a demonstration and test of new features and functions. The User further acknowledges that it understands that Beta Software by its nature has not been tested to the normal commercial standards that apply to general release Software and that the deployment of any designated Beta version of the Software is undertaken entirely at the User’s risk. The User voluntarily assumes all risk associated with the usage of Beta version Software. Supplier has no obligation to User to further develop or publicly release the Beta Software. Support is not available for Beta Software. If requested by Supplier, User will provide feedback to Supplier regarding testing and use of the Beta Software, including error or bug reports. User grants Supplier a perpetual, non-exclusive, royalty-free, worldwide license to use, copy, distribute and make any derivative works and incorporate the feedback into any Supplier product, at Supplier’s sole discretion. Upon receipt of a later unreleased version of the Beta Software or release by Supplier of a publicly released commercial version of the Beta Software, User must return, destroy or delete permanently all earlier Beta Software received from Supplier. User acknowledges and agrees that Supplier will own all right, title and interest in any improvements or modifications made to the Beta Software, Documentation or any related intellectual property rights directly or indirectly arising from or in connection with feedback or suggestions made by User in relation to the Beta Software and hereby assigns any such rights upon the creation of any such rights.
11. If any Software is designated by the Supplier as an upgrade product, then the User may only use such Software if the User is also currently a licensed user of the base product to which the upgrade applies. Unless the Documentation for an upgrade specifically provides, the User shall not separate upgrade products from base products, nor transfer them separately. The Supplier reserves the sole and exclusive right to set policies and prices regarding its Software updates, upgrades and enhancements. This EULA applies to any such upgrades.
12. The Software may include components (including programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source software licensing model (FOSS Code). FOSS Code components included with the Software are redistributed by Supplier under the terms of the applicable FOSS Code license for such component; User’s receipt of FOSS Code components from Supplier under this EULA neither enlarges nor curtails User’s rights or obligations defined by the FOSS Code license applicable to the FOSS Code component. Copies of the FOSS Code licenses for FOSS Code components included with Software are included with or referenced in the Documentation.

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.
14. The User shall not and shall not cause or allow any third party to (i) modify, adapt, tamper with, translate the whole or any part of the Software or combine or incorporate the whole or any part of the Software in any other program or system; (ii) decompile, disassemble, extract, create or recreate or otherwise reverse engineer any part of the Software; or (iii) remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices in all copies User makes of the Software and Documentation. Furthermore, no right is granted to the User to (a) obtain or use any source code for the Software or create derivative works, nor to copy, reproduce, modify, adapt, disassemble, reverse engineer, disclose, rent, lease, loan, sell, distribute, use market, license, sublicense, distribute or otherwise grant to any person or entity any right all or any part of the Software in any way except as expressly provided for in this EULA; (b) use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise; (c) publish any performance or benchmark tests or analysis relating to the Software, except with User's prior written permission; or (d) combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with Supplier. The User shall be responsible for protecting the software at all times from unauthorised access, misuse, abuse or damage.
15. The User understands and agrees that if the User, its system installer or any other agent on its behalf, deploys any third-party software which makes an SQL Connection to any of the underlying SQL Databases, then in such deployments the Supplier can no longer be held responsible for any performance issues encountered in any part of the Software. This includes any requests for technical support. If such third-party software is deployed and the Supplier is not informed of such deployment prior to providing technical support in good faith, the Supplier reserves the right to charge and the User agrees to pay, professional service fees for all time expended by the Supplier's technicians and engineers to attempt to resolve associated support issues. Any charges levied by the Supplier in accordance with the provisions of this clause will be charged at the then current hourly rates for professional services.

Warranties and Liability

16. The supplier warrants that, for 90 days following user's installation of the software, the software licensed under this EULA will perform in substantial conformance with the documentation. This is the only warranty provided by supplier for the software. The supplier makes no warranty, representation or guarantee that the software's use or performance, or that the operation of the software will be fail-safe, uninterrupted or free from error or defects, free from cyber threats or events, or be compatible with any other software or system. The warranty does not apply if the software is misused or abused, improperly installed, not maintained in accordance with the documentation, not used in accordance with this EULA or the documentation, maliciously or deliberately interfered with or hacked, modified in any form, or a malfunction caused by any equipment or software not provided by the supplier. This warranty is conditioned upon the user providing supplier prompt written notice of the software's failure to perform in accordance with the documentation. User's exclusive remedy, and the supplier's and its authorised resellers' sole obligation and liability for any warranty failure or breach, including breach of warranty or consumer guarantee that cannot be excluded by law, is for the supplier or its authorised reseller, at the supplier's option, to repair or replace the software, or refund to user the cost of the written-down value of the software if a repair or replacement of the software would, in supplier's opinion, be unreasonable.

Except for the warranty above, the software and the specification are provided "as is". Unless otherwise stated above and to the fullest extent permitted by law, neither supplier nor any of its authorised resellers makes any other representations or warranties of any kind regarding the software and they disclaim all other obligations and liabilities, either express or implied, including but not limited to the implied warranties of merchantability, quality, fitness for a particular purpose, title or non-infringement. The entire risk arising out of the use or performance of this software remains with user. The software may contain or integrate with independent third-party products and rely on them to perform certain functionality. Supplier makes no warranty as to the operation of any third-party products or the accuracy of any third-party information. To the fullest extent permitted by law, in no event will the supplier nor any of its authorised resellers be liable for any incidental, consequential, indirect, punitive or other special damages, including lost or corrupt data, lost revenues or lost profits, even if the damages were foreseeable or it or its authorised resellers may have been advised of the possibility of such damages. In the event that supplier or any of its authorised resellers is unable to exclude liability, to the fullest extent possible, in no event shall the supplier's or its authorised reseller's liability under this EULA or other document exceed the total amounts paid by user to the supplier under this EULA or other document in relation to the use of the software in the period of 6 months prior to the date of user's claim. This limitation of liability applies whether such claims arise under contract, tort (including negligence), equity, statute or otherwise. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. User indemnifies and keeps supplier and its affiliates indemnified against any claim or liability (including reasonable legal fees and expenses on a full indemnity basis) arising from or in connection with any breach of or non-compliance with any of its covenant, representation, undertaking or obligation under this EULA.

Termination

17. The licence may be terminated by the Supplier should the User fail to comply with, or be in breach of, any of the terms, conditions or limitations contained in this EULA. This includes, but is not limited to, failure to pay any applicable licence or other fees, or infringement of the Supplier's rights in the Software. The Supplier will provide notice regarding termination in writing, to the last known contact details of the User. It is incumbent upon the User to promptly inform the Supplier when their notification details change. If the licence is terminated under the terms of this clause then the User must immediately cease all access and/or use of the Software and immediately destroy and/or delete all copies of the Software in its control. In the event Supplier elects to end-of-life the Software it will provide the User with prior written notice.
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.

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/COMPANT 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 representative
in the presence of:

Signature

Name

Title

Date

Witness
Signature

Witness
Name

Executed for and on behalf of

by its authorised representative in the presence of:

Signature

Name

Title

Date

Witness
Signature

Witness
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