

QARC™ Licence Agreement

Parties:

BETWEEN: **QARC SYSTEMS PTY LTD** - ABN 15 609 251 005
59 Chermside Street, Grange, Queensland. 4051. Australia
(*QARC Systems*)

AND: **THE CUSTOMER NAMED AT ITEM 1 OF SCHEDULE 1**
(*Customer*)

RECITALS

- (A) The Customer has requested a licence of QARC Systems' proprietary QARC template system for use with the CAD Platform specified in Annexure A.
- (B) QARC Systems has agreed to licence QARC on the terms contained in this Agreement.

1.0 Definitions

Account

means the account registered and established for the Customer pursuant to this Agreement.

Account Administrator

means the Account Administrator specified at item 3 of Schedule 1, or its successor from time to time appointed in accordance with clause 2.5.

ACL

means the Australian Consumer Law as contained in the *Competition and Consumer Act 2010* (Cth).

Additional Services

means the services specified in Annexure C.

Additional Services Fees

means the fees specified in Annexure C.

Annual Subscription Fee

means the subscription fee described at Item 6 of Schedule 1.

Agreement

means this document, and includes the Schedules and Annexures.

QARC

means QARC Systems' proprietary QARC template system described in Annexure A which utilises CAD files generated using the CAD Platform, and includes any Updates, New Releases and any other add-ons, modifications or improvements to QARC supplied to the Customer by QARC Systems from time to time, and also includes any other new QARC Products that may (at the sole discretion of QARC Systems) be released by QARC Systems from time to time.

Associates

has the meaning given to that term in the *Corporations Act 2001* (Cth).

Authorised Users

means the Customer's authorised users who are registered to the Account.

Business Day

means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.

CAD

means Computer Aided Design (& Drafting) software that models and documents built elements.

CAD Platform

means the specific CAD software specified in Annexure A.

Confidential Information

means, in relation to a Party, information that is not trivial, and:

- (a) is by its nature confidential;
 - (b) is communicated by the Party to the other Party as confidential; and
 - (c) the other Party knows or ought to know is confidential.
- Subject to (a), (b) and (c) above, Confidential Information includes information which is:
- (d) comprised in or relating to any Intellectual Property Rights of the Party;
 - (e) relating to the internal management and structure of the Party, or the personnel, policies and strategies of the Party;
 - (f) of any actual or potential commercial value to the first Party, or to the person or corporation which supplied that information;
 - (g) in the Party's possession relating to the other Party's clients or suppliers, and like information; or
 - (h) relating to QARC or the Services; but does not include information which:
 - (i) was already in the possession of, or disclosed by, a Party prior to its communication by the other Party;
 - (j) was lawfully received from a third party which is not bound by a duty of confidentiality;
 - (k) has become public knowledge (other than through a breach of an obligation of confidence under this Agreement);
 - (l) was independently developed or released by the other Party without reference to the Confidential Information; or
 - (m) is required to be disclosed by law, the rules of any stock exchange, or any Government authority or agency.

Consumer

has the meaning given to that term in the ACL.

Customer Obligations

means the obligations described as such in Schedule 1, and the other obligations of the Customer under this Agreement.

EULA

means QARC Systems' end user licence agreement for QARC, including any privacy policy and any other terms for use of QARC, as updated and published by QARC Systems from time to time.

Fees

means the Annual Subscription Fee, any applicable Training Fees or Additional Services Fees, and any other amounts payable by the Customer to QARC Systems under this Agreement.

Force Majeure Event

means any occurrence or omission outside QARC Systems' reasonable control, and includes natural disasters, civil unrest and war, strikes, industrial disputes and labour disputes, inability to obtain or access equipment, facilities, services, power or other utilities, accidents, and any change in law or regulatory requirement taking effect after the date of this Agreement.

GST

means a goods and services tax and has the same meaning as in the GST Law.

GST Law

means any law imposing a GST and includes A New Tax System (Goods and Services Tax) Act 1999 (Cth), and includes any subordinate regulations.

Insolvency Event

means any of the following events occurring in relation to a Party:

- (a) the Party is insolvent or unable to pay its debts as they fall due;
- (b) the Party enters into a composition or arrangement with its creditors;
- (c) the Party has a winding up order made against it, or passes a resolution for winding up;
or
- (d) the appointment of an administrator, receiver, provisional liquidator or liquidator, to the whole or any part of the Party's property or undertaking.

Intellectual Property Rights

means all industrial and intellectual property rights throughout the world, whether registered or unregistered, including without limitation copyright, future copyright, patents, designs, trademarks, domain names, business names, company names, service marks, circuit layout rights, data and database rights, know how, trade secrets and all applications and rights in relation to registration of such rights, whether created before, on or after the date of this Agreement.

Material

includes all materials listed in Annexure A, and all other documentation, manuals, instructions, check-lists and training material supplied by QARC Systems from time to time.

New Material

means any Products, and also any material (including but not limited to software, add-ons, automated routines, documentation, or data) created, written or otherwise brought into existence by or on behalf of QARC Systems in the course of performing the Services.

New Release

in relation to QARC, means any additional QARC Products generated by QARC Systems from time to time to extend the QARC library of templates, files and families, or to alter or improve QARC by providing additional components, functionality or performance enhancement.

Parties

mean the parties to this Agreement.

Permitted Use and Disclosure

means the uses and disclosures described at Item 12 of Schedule 1, and any other uses and disclosures permitted under the terms of this Agreement.

Personal Information

means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Products

means the QARC files and other components and products created by QARC Systems for use with the QARC template system.

Security Interest

has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).

Services

means any services provided by QARC Systems to the Customer with respect to QARC.

Term

means the term of this Agreement as specified at Item 5 in Schedule 1.

Tax Invoice

has the same meaning as provided for in the GST Law.

Taxable Supply

has the same meaning as provided for in the GST Law.

Update

in relation to QARC, means files or other QARC products which have been produced primarily to overcome defects in, or to improve the operation of, QARC.

2.0 Establishment of Account

- 2.1 The Customer must establish an Account to use QARC.
- 2.2 To establish and maintain an Account, the Account Administrator must:
 - (a) Provide complete and accurate account registration and billing information as requested by QARC Systems from time to time; and
 - (b) Promptly supply QARC Systems with updated Account registration and billing information from time to time such that the Account registration and billing information always remains current, complete and accurate.
- 2.3 The Account Administrator is the designated Customer authority for all business matters and communications relating to the Account.
- 2.4 There may only be one Account Administrator at any time.
- 2.5 The Account Administrator may only be changed by:
 - (a) written notice received from the current Account Administrator (including notification by email from the Account Administrator's email address specified in Schedule 1); or
 - (b) written notice received from the Customer.
- 2.6 Upon registration of an Account, the Customer will be allocated the Account Name.
- 2.7 The Account Administrator will be responsible for registering the Authorised Users.
- 2.8 Any passwords, login names or other secure access methods will be notified to the Account Administrator.
- 2.9 The Customer must ensure that the Account Administrator does not disclose any such passwords, login names or secure access methods to any persons who are not registered Authorised Users of the Customer.

3.0 Grant of Licence

- 3.1 Subject to the establishment of an Account, for the Term of this Agreement, QARC Systems grants the Customer's registered Authorised Users a non-exclusive, non-transferable limited licence to access and use QARC, on the terms and conditions contained in this Agreement, for any purpose associated with the functions or operations of the Customer.
- 3.2 The licence is strictly limited to the registered Authorised Users. If the number of Authorised Users increases or otherwise changes during the Term, it is the Customer's responsibility to ensure that the Account Administrator notifies QARC Systems in advance, and the Customer will be responsible for payment of any applicable increase in the Annual Subscription Fee on a pro-rata basis. If the number of Authorised Users decreases during the Term, the Customer is not entitled to any reduction of the Annual Subscription Fee paid in advance, however QARC Systems may agree to a reduced Annual Subscription Fee for the following Renewal Periods.
- 3.3 All Authorised Users must be employees, officers, partners or owners of the Customer's business and must have a current valid Autodesk A360 account number. The Customer's client, subcontractors, collaborators, or associated consultants may not be registered as Authorised Users of the Customer, and must obtain a separate licence if required.
In special circumstances, as per Schedule 1, an Authorised User can be one of the excluded types. If allowed, that Authorised User must sign this Agreement.
- 3.4 The Customer may not, and may not permit others to do any of the following, anywhere in the world:
- (a) Use QARC for any purpose other than the business activities of the licensed Customer;
 - (b) Permit Authorised Users to use the Customer's QARC subscription, or any Products obtained through the Customer's QARC subscription, for private purposes or for any purpose other than the business activities of the licensed Customer;
 - (c) Permit clients, sub-contractors, collaborators, or associated consultants to use the Customer's QARC subscription, or any Products obtained using the Customer's QARC subscription, for any purpose, unless the client, sub-contractor, collaborators, or associated consultant also has a current QARC subscription, or is an authorised user of another current QARC subscriber (also refer 3.8);
 - (d) Resell or sublicense QARC including any QARC Products;
 - (e) Share QARC templates, libraries or any other QARC Products with any person that is not currently an QARC subscriber, or an authorised user of another current QARC subscriber;
 - (f) Translate, reverse engineer, decompile, disassemble or create derivative works based on QARC, except as expressly permitted by law;
 - (g) Attempt to remove or circumvent any technological protection measures contained in QARC; or
 - (h) Vary, delete or obscure any notices of proprietary rights or restrictions on or in QARC.
- 3.5 The Customer is responsible for ensuring that QARC is only accessed by Authorised Users.
- 3.6 The Customer is liable for Authorised Users' noncompliance with the terms and conditions of this Agreement and any EULA.
- 3.7 The licence in this clause commences on the Commencement Date and continues for the Term.
- 3.8 A Customer is not allowed to pass on a CAD file based on QARC, to another party, eg associated consultant, unless that other party guarantees to the Customer that the CAD file remains with that party, and is only for use to coordinate CAD documentation. As such, the CAD file MUST be purged by the Customer prior to release.

4.0 Updates and New Releases

- 4.1 Whenever during the Term QARC Systems creates any Updates or New Releases, QARC Systems will provide those to the Customer without additional cost.
- 4.2 The licence granted with respect to QARC includes any Updated and New Releases.

5.0 Confidentiality

- 5.1 Notwithstanding the agreement of Terms and Conditions made by the Customer at point of sale, QARC Systems must not, without the prior written approval of the Customer (which approval must not be withheld unreasonably), use, make public or disclose to any person other than the Account Administrator, any of the Customer's Confidential Information. In providing written approval, the Customer may impose such terms and conditions as are reasonable in the circumstances.
- 5.2 The Customer must not, without the prior written approval of QARC Systems (which approval must not be withheld unreasonably), use, make public or disclose to any other person, QARC Systems's Confidential Information. In providing written approval, QARC Systems may impose such terms and conditions as are reasonable in the circumstances.
- 5.3 The obligations of confidentiality under this clause 5 will not be taken to have been breached where the information is required to be disclosed by law, provided that the Party required to disclose the information:
 - (a) uses its best endeavours to notify and consult with the other Party prior to making the disclosure; and
 - (b) discloses only the minimum amount of information required to be disclosed by law.
- 5.4 Each Party must take all reasonable steps to ensure that its employees, and in the case of the Customer, the Account Administrator and the Authorised Users, do not make public or disclose the other Party's Confidential Information except as permitted in accordance with this Agreement or the Terms and Conditions agreed by the subscriber at the point of sale.
- 5.5 Either Party must, upon the earlier of:
 - (a) a receipt of a written request by the other Party; and
 - (b) the expiration or earlier termination of this Agreement,promptly return to the other Party all copies of any Confidential Information in that Party's possession or control.
- 5.6 Notwithstanding any other provision in this clause, QARC Systems may disclose Confidential Information:
 - (a) to QARC Systems' Associates, suppliers, service providers and professional advisers for the purpose of facilitating QARC Systems' performance of its obligations under this Agreement, or for advising on or reporting on matters arising from or relating to this Agreement, provided that QARC Systems ensures that every person to whom disclosure is made pursuant to this clause does not disclose the Confidential Information to any third party and uses the Confidential Information solely for the purposes of advising or reporting to QARC Systems, or to facilitate the provision of the Services or QARC Systems' performance of its obligations under this Agreement;
 - (b) to the Account Administrator; or
 - (c) as per the Permitted Use and Disclosure specified in Item 12 of Schedule 1.
- 5.7 Customer acknowledges that QARC Systems retains the right to track and record customer transactions within the QARC products while the software platform is utilized. The Customer is advised that this tracking is solely for the purpose of collecting information for the maintenance and enhancement of the product and to ensure security of the system. Customer usage is available only to QARC Systems's personnel, and will only be used for general statistical assessments.

6.0 Intellectual Property Rights

- 6.1 QARC Systems owns all Intellectual Property Rights and any other rights subsisting in or with respect to QARC, all QARC Systems provided Materials, any New Materials and the Services.
- 6.2 All Intellectual Property Rights in any New Material will vest solely in QARC Systems upon creation, irrespective of whether the New Material incorporates, uses or is based upon any suggestions, requests, recommendations or other feedback provided by the Customer, the Account Administrator or any Authorised Users.
- 6.3 Subject to the rights of the Authorised Users, as between the Customer and QARC Systems, the Customer owns all Intellectual Property Rights and any other interests in any data supplied by the Customer or Authorised Users, which is stored in the Customer's QARC file.
- 6.4 The Customer must not use as a trade mark, or apply to register:
 - (a) QARC (word);
 - (b) QARC SYSTEMS (word); or
 - (c) any other trade mark, logo or domain name used in connection with QARC or the Services,as, or as part of any trade mark (including logos), domain name, business name or company name.
- 6.5 Upon request by QARC Systems, the Customer will sign all documents and do all other things reasonably requested by QARC Systems to give effect to this clause 6.

7.0 Privacy

- 7.1 Where QARC Systems is responsible for storing or accessing Personal Information in order to provide the Services, it will, subject to clause 7.2:
 - (a) take reasonable steps to ensure that the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure, or other misuse;
 - (b) subject to clause 7.2, not use Personal Information other than for the purposes of this Agreement or the Services unless required or authorised by law;
 - (c) not disclose Personal Information other than for the purposes of this Agreement or the Services, unless required or authorised by law.
- 7.2 The Customer acknowledges and agrees that in providing the Services:
 - (a) some Personal Information may be disclosed to third party suppliers to QARC Systems (or their suppliers) in the course of providing the Services, and QARC Systems cannot control how third party suppliers will use, store and disclose Personal Information and other Customer Account data;
 - (b) Personal Information may be transmitted, processed and stored overseas;
 - (c) Personal Information may be used or disclosed for the Permitted Use and Disclosure.
- 7.3 The Customer is required to obtain any informed consents required from its Authorised Users, and any other relevant individuals, for the use and disclosure of their Personal Information in the course of providing the Services or as otherwise contemplated by this Agreement.

8.0 Security and Secrecy

- 8.1 The Customer is solely responsible for:
- (a) procedures and controls for Authorised User logins and passwords; and
 - (b) backup of all Customer supplied data.
- 8.2 The Customer must immediately notify QARC Systems of any known or suspected:
- (a) unauthorised access, or sharing of, to the Customer's QARC file;
 - (b) misuse of QARC; or
 - (c) disclosure of any Authorised User login information or passwords.

9.0 Data

- 9.1 It is the Customer's responsibility to ensure all Customer, Account Administrator and Authorised User supplied data is accurate, current, adequate and complete.
- 9.2 The Customer agrees that QARC Systems:
- (a) is not responsible or liable for the quality of any Customer, Account Administrator or Authorised User supplied data, or the deletion or failure to store any data; and
 - (b) may access and examine any information or data contained within the Customer's QARC file for the purpose of determining whether a breach of this Agreement or any EULA has occurred, or for any other purpose associated with the provision of the Services.

10.0 Payment

- 10.1 Unless otherwise agreed in writing by the Parties, the Customer must pay the Fees in accordance with Items 6, 7, 8, and 13 of Schedule 1.
- 10.2 QARC Systems may charge interest on overdue amounts at the rate of 1.5% per calendar month, calculated daily on outstanding balances.

11.0 GST

- 11.1 If GST is imposed on any Taxable Supply made by a Party under or in connection with this Agreement:
- (a) the recipient of the Taxable Supply must pay the amount of that GST to the supplier (in addition to the amount for the relevant supply) at the same time the recipient of the supply is required to make payment for that supply under this Agreement; and
 - (b) the supplier will, if necessary, deliver to the recipient of the supply a Tax Invoice for the Taxable Supply in a form which complies with the GST Law.

12.0 Customer Obligations

- 12.1 The Customer must co-operate with QARC Systems and provide all reasonable assistance and information requested by QARC Systems with respect to the supply of the Services.
- 12.2 The Customer is responsible for performing the Customer Obligations specified in Schedule 1.
- 12.3 The Customer must ensure that its Authorised Users comply with QARC Systems's EULA.

13.0 Access

- 13.1 If requested by QARC Systems in order to check compliance with this Agreement or the EULA by the Customer or the Customer's Authorised Users, the Customer must, subject to reasonable advance notice, provide QARC Systems (and its contractors and suppliers) with such access as QARC Systems requires from time to time to the Customer's premises, facilities, equipment and information technology systems.
- 13.2 QARC Systems will use its reasonable endeavours to ensure that, when using the Customer's premises or facilities, QARC Systems' employees, contractors and suppliers comply with all notified rules, directions and procedures of the Customer, including those relating to security and to workplace health and safety, in effect at the Customer's premises or facilities.
- 13.3 The Customer must ensure that any QARC Systems employees, contractors and suppliers who access any Customer premises or facilities have a safe working environment.

14.0 Warranties

- 14.1 With the exception of any Consumer guarantees provided by the ACL or otherwise mandated by law, all conditions, warranties and obligations, whether implied or imposed by statute or otherwise, in respect of QARC or the Services, are excluded.
- 14.2 If the ACL or any other applicable law prohibits the limitation or exclusion of liability of QARC Systems in the manner contemplated by this Agreement with respect to particular loss or damage, then:
 - (a) the relevant limitation or exclusion does not apply to that loss or damage; and
 - (b) QARC Systems' liability is only limited or excluded with respect to that loss or damage in the manner and to the extent permitted under that law (if any).
- 14.3 The Customer warrants, and it is a condition of this Agreement, that neither the Customer, nor any of the Customer's Authorised Users, will, in relation to their use of QARC, breach the terms of the EULA.

15.0 Breach by the Customer

- 15.1 A breach of any of the warranties provided by the Customer under this Agreement constitutes a material breach of this Agreement.
- 15.2 The Customer must indemnify QARC Systems, and keep QARC Systems indemnified against, any loss, damage, liability, cost, charge, expense, compensation or outgoing suffered, paid or incurred by QARC Systems as a direct or indirect result of any breach of this Agreement or the EULA by the Customer or any Authorised User, including any consequential loss or loss of profit by QARC Systems, and all legal costs incurred by QARC Systems on a full indemnity basis.
- 15.3 The Customer must account to QARC Systems for any profits made by the Customer through any breach of this Agreement or the EULA by the Customer or the Authorised Users. The Customer's obligations under this clause 15.3 are in addition to its obligation to pay damages under clause 15.2.

16.0 Liability of QARC Systems

- 16.1 The liability of one Party under this Agreement to the other Party, for a breach of this Agreement, or in tort, or for any other common law or statutory cause of action arising under or in connection with this Agreement or the Services, will be determined under the laws of the State of Queensland.
- 16.2 Notwithstanding any other provision in this Agreement, the liability of QARC Systems arising under or in connection with this Agreement or QARC will exclude any liability for indirect or consequential loss (including any damages calculated by reference to loss of profit, revenue, goodwill, business opportunities, damage to reputation and loss or corruption of data).
- 16.3 The liability of QARC Systems under this Agreement, will be limited to the amount specified in Item 10 of Schedule 1.

17.0 Dispute

- 17.1 If a Party considers that a dispute has arisen with respect to this Agreement, QARC, or any of the Services (**Dispute**), it may provide a written notice to the other Party setting out the particulars of the matters in Dispute (**Notice of Dispute**). In the case of a Notice of Dispute provided to the Customer, a copy of the Notice of Dispute must also be provided to the Account Administrator.
- 17.2 Neither Party may commence or maintain any action or proceeding in any court, tribunal or otherwise regarding a Dispute, without first giving a Notice of Dispute, and complying with the provisions of this clause.
- 17.3 A representative of QARC Systems and the Account Administrator must meet to hold discussions in relation to the Dispute within 5 Business Days of the delivery of a Notice of Dispute, and endeavour to resolve the Dispute.
- 17.4 If the Dispute is not resolved within 15 Business Days following the meeting of the QARC Systems representative and the Account Administrator, either Party may pursue its rights and remedies as it sees fit.
- 17.5 Nothing in this clause prevents a Party commencing court proceedings at any time where the Party seeks urgent interlocutory relief.

18.0 Term, termination and suspension

- 18.1 This agreement starts on the Commencement Date and continues until it is terminated in accordance with this Agreement, or by law.
- 18.2 If either Party is in material default under this Agreement, the other Party may terminate this Agreement if it has provided not less than 30 days' notice to the other Party requiring it to remedy the default, and the default is either not remedied within that period, or the default is not capable of remedy.
- 18.3 QARC Systems may immediately terminate this Agreement, or suspend any of the Services if:
 - (a) an Insolvency Event occurs in relation to the Customer; or
 - (b) the Customer fails to perform any of the Customer Obligations.
- 18.4 QARC Systems may totally or partially suspend supply or delivery of any Services, and the performance of any its obligations, for the duration of any Force Majeure Event.
- 18.5 QARC Systems is entitled to continue to charge the Annual Subscription Fee during any period that it suspends the Services in accordance with this Agreement.
- 18.6 All licences and other rights granted with respect to QARC will also terminate upon the termination of this Agreement for any reason.

- 18.7 In the event of the termination of this Agreement by reason of a material default by QARC Systems, the Customer will be entitled to a prorata refund of any part of the Annual Subscription Fee paid in advance of the termination date. In the event of the termination of this Agreement by reason of a material default by the Customer, the Customer will not be entitled to any refund of any part of the Annual Subscription Fee.
- 18.8 QARC Systems may terminate this Agreement at any time without cause by giving notice to the Account Administrator. If QARC Systems terminates pursuant to this clause 18.8, the Customer will be entitled to a prorata refund of any part of the Annual Subscription Fee paid in advance.
- 18.9 Upon termination or expiration of this Agreement for any reason:
- (a) QARC Systems will immediately terminate the Customer's access to QARC via the delivery method at Annexure A; and
 - (b) The Customer must:
 - (i) continue to observe clause 3.3 and all other continuing obligations set out in clause 27; and
 - (ii) pay QARC Systems all Additional Services Fees and other amounts owed by the Customer to QARC Systems under this Agreement.

19.0 Subcontracting

- 19.1 QARC Systems may subcontract all or part of any of the Services supplied under this Agreement, or the performance of any of its obligations under this Agreement, without the consent of the Customer.

20.0 Variation

- 20.1 This Agreement may only be varied by the written agreement of both Parties.

21.0 Notices

- 21.1 Any notice to or by a party under this Agreement must be in writing and signed by either:
- (a) the sender or, if a corporate party, an authorised officer of the sender; or
 - (b) the Party's lawyer.
- 21.2 Any notices given by QARC Systems under this Agreement may be sent to any of the addresses of the Account Administrator specified in Schedule 1, or as otherwise notified by the Account Administrator from time to time.
- 21.3 Any notices given by the Customer to QARC Systems must be in writing and delivered or posted to the address for notices specified at Item 14 of Schedule 1.
- 21.4 Any notice is effective for the purposes of this Agreement upon physical delivery, sending of an email from the sender's computer network to the recipient, or production to the sender of a fax confirmation report, before 4.00 pm local time on a Business Day, otherwise at 9.00 am on the next Business Day following delivery or receipt.
- 21.5 In the case of notice delivered by pre-paid mail, the notice will be effective three (3) Business Days after the date of posting within Australia.

22.0 Publicity

- 22.1 QARC Systems may seek from the Customer a worldwide, non-exclusive, free, irrevocable licence to use the Customer's name and corporate logo in connection with any promotional materials or websites used to promote or supply QARC, in order to identify the Customer as a current or former Account holder.

23.0 Security Interests

- 23.1 The Customer must not grant or register any Security Interest with respect to the Customer's licence interest in QARC granted by this Agreement, or any other interest the Customer has under or by virtue of this Agreement, without the prior consent of QARC Systems. QARC Systems may give or withhold its consent at its discretion, and if providing consent, may impose any conditions that QARC Systems sees fit.

24.0 Assignment

- 24.1 The Customer may not assign or novate its interest under this Agreement without the prior consent of QARC Systems, which consent may be given or refused in QARC Systems' absolute discretion.
- 24.2 QARC Systems may assign its interest in QARC and/or this Agreement without the consent of the Customer. If requested by QARC Systems, the Customer will sign a deed of novation of this Agreement to a third party nominated by QARC Systems.

25.0 Waiver

- 25.1 No delay, neglect or forbearance by either Party in enforcing its rights under this Agreement will be deemed to be a waiver of, or prejudice, those rights.

26.0 Governing Law

- 26.1 This Agreement will be governed by the laws of the State of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of that State.

27.0 Continuing obligations

- 27.1 The obligations in the following clauses are continuing obligations and will survive the expiration or termination of this Agreement:
- (a) Clause 1 – Definitions;
 - (b) Clause 3.3 – Customer restrictions;
 - (c) Clause 5 - Confidentiality;
 - (d) Clause 6 – Intellectual Property Rights;
 - (e) Clause 7 - Privacy;
 - (f) Clause 14 – Warranties;
 - (g) Clause 15.2 - Indemnity;
 - (h) Clause 15.3 – Account of Profits;
 - (i) Clause 16 - Liability;
 - (j) Clause 18.9 – Termination;
 - (k) Clause 22 – Publicity;
 - (l) Clause 25 - Waiver;
 - (m) Clause 26 - Governing Law.

28.0 General

- 28.1 This Agreement represents the entire agreement between the Parties, and supersedes all previous representations and agreements made between the Parties with respect to its subject matter.
- 28.2 Each provision in this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason, then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- 28.3 Neither this Agreement, nor the supply of any goods or services by QARC Systems, creates any fiduciary obligations on the part of QARC Systems, or any relationship of employment, trust, agency, joint venture or partnership between the Parties.

29.0 Special Conditions

- 29.1 Any special conditions set out at Item 15 of Schedule 1 apply to this Agreement.

Schedule 1: Agreement Details

Item No.	Item	Details	
1	Customer	As per point of sale registration	
2	Account Administrator	As per point of sale registration	
3	Details	Address:	As per point of sale registration
		Phone:	
		Mobile:	
		Email:	
		QARC User No:	To be assigned
4	Commencement Date	As per point of sale registration	
5	Term	(a)	This Agreement continues in effect for a period of twelve (12) months from the Commencement Date (Initial Period), unless it is terminated earlier according to this Agreement.
		(b)	Following the expiry of the Initial Period, this Agreement will automatically extend for successive periods of twelve (12) months at a time (Renewal Periods), unless the Account Administrator provides QARC Systems with written notice at least thirty (30) days prior to the expiry date of the then current Term.
6	Annual Subscription Fee (Also refer 9 for number of seats allowed per Subscription)	Professional package	\$ 900 plus GST
			Payable on signing of this Agreement and yearly thereafter
		Premium package	\$ 1500 plus GST
			Payable on signing of this Agreement and yearly thereafter
Subsequent Renewal Periods:	QARC Systems will automatically collect payment from subscriber at the end of each individual subscription period.		
7	Updates and New Releases	The Annual Subscription Fee includes any Updates and New Releases. It excludes any Families and any other files or Products requested on an urgent ad hoc basis. These will be subject to additional fees in accordance with Annexure C.	
8	Additional Services Fees	Any Training Services requested, and any Additional Services requested by the Customer, will attract additional charges in accordance with Annexures B and C. QARC Systems may vary its rates from time to time by providing written notice to the Customer or the Account Administrator.	
9	Seats	The Customer's licence is for a maximum of:	
		1	Authorised Users (Seats).
		<i>Advice: Fees for additional Authorised Users (Seats), as follows:</i>	
		Per seat	1 x Annual Subscription Fee
10	Liability Cap	The liability of QARC Systems is limited as described in clause 16.3 to an amount equal to 1 x the Annual Subscription Fee paid or payable for the first year of the Term, in the aggregate for all occurrences.	
11	Customer's Obligations	The Customer must maintain and pay for: (a) a valid licence for a current version of the CAD Platform;	

		<p>(b) current Autodesk A360 account. (c) computer hardware and peripherals; (d) appropriate internet access. QARC Systems is not responsible for the CAD Platform, any Customer equipment, or any content or data generated by the Customer or any Authorised Users. Additionally, the customer must have adequate internet service to operate QARC Systems technologies. Each Authorised User is expected to be a professional and to exercise professional judgement in the use of QARC. QARC Systems would appreciate notification from Customers as they create or find a need for additional elements, or as faults are identified. This can be via email or any website noticeboard, as and when it occurs.</p>																		
12	Permitted Use and Disclosure by QARC Systems	<p>Other than as required or authorised by law or as otherwise permitted under this Agreement, QARC Systems may use any Customer or Authorised User supplied Confidential Information or Personal Information for the following purposes: (a) Service planning; (b) Reporting, Quality Assurance. (c) Customer information and content usage (d) Reporting to Manufacturers as per Terms and Conditions of sale.</p>																		
13	Subscription terms	<p>(a) Subscription for QARC Systems technologies is provided on an annual basis requiring the subscriber to automatically tender payment at the end of the subscription period. (b) Customer must advise QARC systems one month (30 days) prior to resubscription date if they wish to cease subscription. (c) Electronic funds transfer will be the method of payment. (d) Customer must authorise automatic payments to QARC Systems for subscription on ongoing basis until notice of cancelation is given in writing.</p>																		
14	Addresses for Notices to QARC Systems	<p>QARC Systems 59 Chermside Street, GRANGE QLD 4051. AUSTRALIA</p>																		
15	Special Conditions	<p>(a) Delivery of the Customer’s QARC files will be as per Annexure A, unless otherwise notified by QARC Systems. (b) The customer acknowledges that QARC Systems is not affiliated with or associated with CAD Platform, and the Customer makes no representation that it is approved or sponsored by CAD Platform.</p>																		
16	Additional Authorised Users	<p>As per 3.3, if allowed, Additional Authorised Users (AAU) are required to co-sign this agreement, in the following Execution section. Additional Authorised Users are non-employees and are equally bound by this agreement and where ‘Customer’ is used in this agreement it also refers to the Additional Authorised Users. The Additional Authorised User can use QARC only in performing duties for the Customer. If no name(s) shown, no Additional Users are allowed. Note: These persons contribute to number of seats allowed.</p>																		
		<table border="1"> <thead> <tr> <th>Details</th> <th>AAU No 1</th> <th>AAU No 2</th> </tr> </thead> <tbody> <tr> <td>Name:</td> <td></td> <td></td> </tr> <tr> <td>Business Name:</td> <td></td> <td></td> </tr> <tr> <td>Address:</td> <td></td> <td></td> </tr> <tr> <td>Phone:</td> <td></td> <td></td> </tr> <tr> <td>Email:</td> <td></td> <td></td> </tr> </tbody> </table>	Details	AAU No 1	AAU No 2	Name:			Business Name:			Address:			Phone:			Email:		
		Details	AAU No 1	AAU No 2																
		Name:																		
		Business Name:																		
		Address:																		
Phone:																				
Email:																				

The Parties to this Agreement have executed this Agreement on the dates set out below.

EXECUTED AS AN AGREEMENT

EXECUTION BY QARC SYSTEMS

Signed for and on behalf of:

QARC SYSTEMS PTY LTD

ACN 609 251 005

ABN 15 609 251 005

By: Peter Latemore

Date: _____

Witness: Julie Welch

Date: _____



(QARC Systems Representative Signature)



(Witness Signature)

EXECUTION BY CUSTOMER

Signed for and on behalf of:

(Customer Name)

ACN/ABN: _____

By: _____
(Customer Representative Name)

Date: _____

Witness: _____
(Witness Name)

Date: _____

(Customer Representative Signature)

(Witness Signature)

Where an attorney or other authorised agent or representative executes this Agreement on behalf of a Customer, the form of execution must indicate the source of this authority and a certified copy provided to QARC Systems.

EXECUTION BY ADDITIONAL AUTHORISED USERS (if occurring)

Nil Additional Authorised User(s):

If this section is left blank, no Additional Authorised User is allowed. Additional Authorised Users are non-employees, like a sub-contractor.

Note to Additional Authorised User(s):

By signing this page, the Additional Authorised User acknowledges that they have fully read this Agreement, in particular Clause 3.3 and Section 16 of Schedule 1.

Signed for and on behalf of:

Signed for and on behalf of:

(Additional Authorized User No 1)

(Additional Authorized User No 2)

ACN/ABN: _____

ACN/ABN: _____

By: _____
(Additional User Representative Name)

By: _____
(Additional User Representative Name)

Date: _____

Date: _____

Signed: _____
(Additional User Representative Signature)

Signed: _____
(Additional User Representative Signature)

Witness: _____
(Witness Name)

Witness: _____
(Witness Name)

Date: _____

Date: _____

Signed: _____
(Witness Signature)

Signed: _____
(Witness Signature)

ANNEXURE A:**QARC template system**

Item	Details
CAD Platform	Autodesk® Revit Architecture® or Revit® or RevitLT®

Overall	<p>QARC (for Revit®) is a set of files that provide major support to a professional practitioner in the design and documentation sector of the building industry. It is meant for use by Architects, Building Designers and those who are allied to them.</p> <p>There are three principle portions –</p> <ul style="list-style-type: none"> • ARChetype (Template as a project file) • Building Elements • Library of Families <p>These interlink as needed, as further explained below.</p> <p>QARC will be revised with updates, upgrades and enhancements, as QARC Systems continues to strive for excellence, and in response to user feedback. These revisions will occur on a regular basis of annually for the ARChetype, with Elements and Families on an ad hoc basis. QARC Systems may revise more regularly, and will email lists of revisions as they occur.</p>
Delivery	QARC will be delivered to the Customer using electronic means over the internet, via plugin to Autodesk Revit accessing web-based storage.

ARChetype	<p>Essentially the ARChetype (Template) is a thoroughly setup 'project' file, with much in place for a user to begin modelling and documenting a built project. It contains, but is not limited to:</p> <ul style="list-style-type: none"> • Sheets arranged and pre-numbered • Views cartooned across the set • Specialised views to reduce drafting • Working views • Area plans setup • Preset Types for Text, Dimensions, Lines, Hatches etc • Keynote automation (including referencing text file) • Issue methodology • Titleblock enhancements • Schedules for windows, doors, drawing lists • Materials setup to suit keynotes • Object styles configured • Some details that can be sourced from recognised authorities • Keynote system <p>The Template is generic in nature, and designed to suit a broad cross section of users. As users provide feedback, it will be enhanced.</p> <p>ARChetype cannot legally contain anything that must be generated by a user. This includes practice general notes, project or generic details, and other items.</p>
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User Add-ins	<p>In addition, each user is given a set of extra files to convert the ARChetype into a more individual version. This includes, and is currently limited to:</p> <ul style="list-style-type: none"> • Personalised Types for Text, Dimensions etc • Individual Titleblocks
Library of Families	<p>Revit® depends on families (components). QARC comes with an extensive Library of Families. The library contains such things as Walls, Floors, Rooves, Ceilings, Stairs, Railings, Doors, Windows, Generic Components, Furniture, Site Elements etc.</p> <p>QARC has an Auxillary Access Farm, where selections of families are assembled for ease of access.</p>
Companion	<p>In addition to the three principle portions, a PDF Companion or 'Help' document is provided, in 'How To Use QARC'.</p>
Check Lists	<p>A series of Check Sheets in a Revit Project file, to assist, but not dictate; are provided.</p>
Exclusions and Limitations	<p>A full Families Library is not issued at time of signing. This is an ongoing task that will grow with time and addition of more content.</p> <p>User Add-ins are limited as above. This may be revised during subscription periods, and as feedback from users is received.</p> <p>Customers are solely responsible for ensuring any and all notations, details and references are fit for purpose.</p> <p>Families Library does not necessarily contain every requirement of each customer, as it is a resource originating from within QARC Systems. It will be enlarged constantly, reflecting feedback from users. Requests for extras will be dealt with by QARC Systems as its resources allow and prioritised in accordance with the most requested.</p> <p>Families Library may contain content made by others. We take no responsibility for content made by others and provide it free of charge in the interests of BIM collaboration.</p> <p>QARC Systems will also create and host content for Manufacturers which is also provided free of charge. As per the Terms and Conditions at point of sale, your details can be included in reporting systems to Manufacturers should you download and utilise their content.</p> <p>Any urgent ad hoc family will be added to the library and is not exclusive to the customer.</p> <p>Any extra Add-ins or Additional Services that may be requested by the Customer from time to time will be subject to payment of Additional Services Fees.</p>

ANNEXURE B:**Training Services**

Service	Details					
Training	<i>Introduction to QARC</i>	Training modules will be provided as video tutorials, located on the QARC Systems website.				
		As required and warranted by QARC Systems, a 60 minute (contact time) template tutorial session may be offered, in conjunction with up to ten other customers. This will be presented by a QARC Systems representative, at a venue to be determined.				
	<i>Advanced use of QARC</i>	Individual or group sessions as requested by customers:				
		<table border="1"> <tr> <td data-bbox="804 757 858 801">(a)</td> <td data-bbox="858 757 1428 801">Greater exposure to the QARC Systems.</td> </tr> <tr> <td data-bbox="804 801 858 853">(b)</td> <td data-bbox="858 801 1428 853">Themed sessions in how to use QARC.</td> </tr> </table>	(a)	Greater exposure to the QARC Systems.	(b)	Themed sessions in how to use QARC.
(a)	Greater exposure to the QARC Systems.					
(b)	Themed sessions in how to use QARC.					
Exclusions and Limitations	<p>Training is limited to the use of QARC.</p> <p>QARC Systems cannot provide official Training for the CAD Platform, and recommends Training in the CAD Platform by accredited companies.</p>					
Training Services Fee	<p>The <i>Introduction to QARC</i> tutorials are included in the Annual Subscription Fee.</p> <p>For <i>Advanced use of QARC</i> and any other training sessions or assistance or advice requested, QARC Systems will charge an additional training services fee as follows:</p> <table border="1"> <tr> <td data-bbox="480 1189 549 1323">(a)</td> <td data-bbox="549 1189 1428 1323">For one on one sessions - at QARC Systems' usual hourly rate for 'Designer' as published on QARC Systems' website from time to time, subject to any prior agreement between the Customer and QARC Systems for another fee; and</td> </tr> <tr> <td data-bbox="480 1323 549 1431">(b)</td> <td data-bbox="549 1323 1428 1431">For group sessions – the training services fee will be as agreed between the Customer and QARC Systems prior to commencement of training.</td> </tr> </table>		(a)	For one on one sessions - at QARC Systems' usual hourly rate for 'Designer' as published on QARC Systems' website from time to time, subject to any prior agreement between the Customer and QARC Systems for another fee; and	(b)	For group sessions – the training services fee will be as agreed between the Customer and QARC Systems prior to commencement of training.
(a)	For one on one sessions - at QARC Systems' usual hourly rate for 'Designer' as published on QARC Systems' website from time to time, subject to any prior agreement between the Customer and QARC Systems for another fee; and					
(b)	For group sessions – the training services fee will be as agreed between the Customer and QARC Systems prior to commencement of training.					

ANNEXURE C:**Additional Services**

Item	Details		
Additional Services – Scope and Specifications	QARC Systems currently offers the following Additional Services:		
	Documentation:	General documentation services, as determined between the parties, utilizing the CAD Platform. Fees on application, with a separate services agreement to apply.	
	Assistance in Use of CAD Platform:	QARC Systems can offer assistance in the use of the CAD Platform. This includes: advice over the phone, sessions at Customer or QARC Systems' premises, or group sessions as arranged from time to time.	
		QARC Systems cannot provide official Training, and recommends 'Training' in the CAD Platform by accredited companies.	
	Extra Add-ins and Urgent Requests:	As described at Annexure A.	
	Other Services:	The range of Additional Services offered may be extended from time to time. QARC Systems will notify the Account Administrator of any additions to the range.	
Fees:	Additional Services requested by an Account Administrator will incur Additional Services Fees.		
Additional Services Fees	Documentation:	Documentation will be quoted per project. If not quoted, the fee will be based on rate below.	
	Assistance:	Assistance is based on rate below, unless otherwise agreed between the Customer and QARC Systems.	
	Extra Add-ins and Urgent Requests:	To be charged on an individual basis with fee advised at each occurrence, based on rate below, or as otherwise notified by QARC Systems in writing from time to time.	
	Rate:	Hourly rate as published on QARC Systems' website, from time to time.	