



End User Licence Agreement (EULA) for Integriti Professional Software

This agreement is concluded between

The Supplier: Inner Range Pty Ltd

of 1 Millennium Court Knoxfield,

Victoria 3180, Australia

and the User:

The Software: Integriti Professional Software

This end user agreement is a legally enforceable Contract between the Supplier (Inner Range Pty Ltd) and the User (the person, Company or Organisation that has licensed the Software). By clicking “I agree” or by installing copying or otherwise using any part of the Software the User confirms their acceptance of the Software and their agreement to be bound by all of the terms contained herein. If you do not agree to be bound by these terms or do not have the authority to bind you’re organisation to these terms, then do not register the software, activate any keys or install the Software on any device.

The Supplier and the User hereby agree that:-

1. The Software is licensed to the User, not sold. Any rights not clearly and expressly granted to the User under this agreement are reserved to the Supplier. Provided any applicable fees have been paid and for as long as the terms of this agreement are adhered to, the Supplier grants and the User accepts a non-exclusive, non-transferable, limited right and licence to install and use the Software for its intended purpose, on the designated computer equipment only.

The supplier is not liable to install the software or to provide any services or support in respect of installation of the software under this agreement.

2. The licence to use, conferred by the Software product key, may only be activated on a single Server 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 compromise the Supplier’s licencing requirements.



Inner Range Pty Ltd

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**Quality
Endorsed
Company**

ISO 9001: 2000
QEC20416
SAI Global

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 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 Inner Range, 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 Inner Range Pty. Ltd.
5. The User agrees that the Supplier may collect and use technical data and related information, including but not limited to technical information about the system performance and the number and type of connected system hardware devices, that may be gathered periodically, to facilitate the provision to all Users of software updates, technical support and other services related to the Suppliers various products. The Supplier may use this information, as long as it is in a form that does not personally identify the User, to improve its products and/or to provide services or technologies to all Users.
6. The User understands, agrees with and accepts the responsibility 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, running 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.

Demonstration, Beta and Upgrade Versions

7. If the Supplier designates any copy of the Software as a “Demonstration” or “Evaluation” version, the User may use the Software solely for evaluation purposes for the agreed period. The User acknowledges that use of the Software beyond the agreed evaluation period violates the Suppliers rights, as outlined in this agreement, including but not limited to the Supplier’s rights under the Australian Copyright Act.
8. If the Supplier designates any copy of the Software as a ”Beta” version 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 Supplier’s Software is undertaken at the User’s risk.
9. 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 Supplier’s 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. All other terms of this EULA apply with equal force to any such Upgrades.

Compliance with Licenses.

10. The User agrees that upon request from the Supplier or the Supplier’s authorized representative, the User will, within thirty (30) days, fully document and certify that use of any and all Software at the time of the request is in conformity with their valid licenses from Inner Range. The User agrees that the Supplier may audit the Users use of the Software for compliance with these terms at any time, upon reasonable notice.

11. The User shall not modify 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. The User must not decompile, disassemble, extract or otherwise reverse engineer any part of the Software. No right is granted to the User to obtain or use any source code for the software or create derivative works, nor to copy, reproduce, disclose, rent, lease, loan, sell, distribute or use all or any part of the software in any way except as provided for herein. The User shall be responsible for protecting the software at all times from unauthorised access, misuse or damage.

12. The User understands and agrees that if the User, their system installer or any other agent on their behalf, deploys any third party software which makes an SQL Connection to any of the underlying Integriti SQL Databases, then in such deployments Inner Range can no longer be held responsible for any performance issues encountered in any part of the entire Integriti system application. This includes any requests for technical support. If such third party software is deployed and inner range is not informed of such deployment prior to providing technical support in good faith, Inner Range reserves the right to charge and the User agrees to pay, professional service fees for all time expended by Inner Range technicians and engineers attempting to resolve associated support issues. Any charges levied by Inner Range in accordance with the provisions of this clause will be charged at the then current hourly rates for professional services

The User shall not alter or remove any copyright or other proprietary notice that appears on or in the Software.

Warranties

13. This Software and any associated documentation are provided “as is” and without warranties of any kind either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk arising out of the use or performance of the Software rests with the User. In no circumstance will the Supplier or its distributors be liable for any incidental, consequential, indirect or other special damages including lost data, lost revenues or lost profits. In no event shall the Supplier’s liability under this agreement ever exceed the sum paid by the User to the Supplier for the Software.

Some Jurisdictions do not allow the exclusion of implied warranties, so some aspects of the above exclusion may not always apply in such cases. Some Jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages and in such cases the exclusions above may be modified to the extent that the provisions of the particular Jurisdiction may mandate.

Termination

14. 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 agreement. This includes 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 use of the Software and destroy and/or delete all copies of the Software in its control.
5. The User may terminate this agreement 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 use of the Software and documentation; and providing satisfactory proof and written assurance to the Supplier that this has been done.
16. In so far as is practical all of the undertakings, conditions, warranties, disclaimers and limitations contained in this agreement shall continue in force even after any rights to use the Software are terminated.



General Conditions

17. Clause removed 22-03-2019
18. This agreement shall be governed by and construed under the substantive laws applicable to the State of Victoria, Australia. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this agreement shall remain in full force and effect.
19. The User agrees that this agreement is entered into in Melbourne, Australia, and further agrees that any legal or equitable dispute brought or arising under this Agreement shall be brought in the State and Federal courts situated in Melbourne, Australia.
20. This Agreement constitutes the entire Agreement between the User and the Supplier and shall not be modified except in writing and signed by both the parties.

Revision History:

INTEGRITI EULA Version (1.) 9/17

INTEGRITI EULA Version (2) 03/19



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