

End User Licence Agreement

For:

Identify & Report Software

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU AND AWESIM PTY LIMITED & INSPECTION SOFTWARE.COM LLC. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT, when you download the trial version.

The copyright in the SOFTWARE PRODUCT and its documentation is owned by INSPECTION SOFTWARE.COM LLC. Subject to the terms of this EULA, YOU are granted a non-exclusive right for the duration of the EULA to use the SOFTWARE PRODUCT. YOU do not acquire ownership of copyright or other intellectual property rights in any part of the SOFTWARE PRODUCT by virtue of this EULA.

DEFINITIONS:

DEVELOPER / Licensor: InspectionSoftware.com LLC , (ISDC)
104 Imperial Ave., Ventura, CA 93004, USA
support@inspectionsoftware.com

DISTRIBUTOR: Awesim Pty Ltd
PO Box 442, Moorebank, NSW 1875, Australia
admin@awesim.com.au

EULA: End User Licence Agreement

LICENCEE: YOU, or the organisation (if any) on whose behalf YOU are taking the EULA.

SOFTWARE PRODUCT: Identify & Report (I&R)(Australian Version 12.1 or greater), the purpose of the software is to be used to produce a pre purchase building inspection report.

GRANT OF LICENCE

In accordance with the terms of this EULA YOU are granted the following rights:

- a) to install and use one copy of the SOFTWARE PRODUCT, or in its place, any prior version for the same operating system, on a single computer. As the primary user of the computer on which the SOFTWARE PRODUCT is installed.
- b) to store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT over an internal network. If YOU wish to increase the number of users entitled to concurrently access the SOFTWARE PRODUCT, YOU must notify AWESIM and agree to pay an additional fee.
- c) to make copies of the SOFTWARE PRODUCT for backup and archival purposes.

EVALUATION LICENCE.

The Trial version of the software is free software. Subject to the terms of this agreement, YOU are hereby licensed to use this software for evaluation purposes without charge for a period of 30 days.

Upon expiration of the 30 days, the Software Product no longer function and must be removed from the computer. Unregistered use of the software after the 30-day evaluation period is in violation of Australian, U.S. and international copyright laws.

The Licensor may extend the evaluation period on request and at their discretion.

If YOU choose to use this software after the 30 day evaluation period a licence must be purchased from AWESIM Pty Ltd. Upon payment of the licence fee, YOU will be sent details on where to download the registered edition of the software and will be provided with a suitable software 'key' by email.

WARRANTIES AND LIABILITY.

WARRANTIES

ISDC warrants that;

the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and any Support Services provided by ISDC shall be substantially as described in applicable written materials provided to YOU by AWESIM, and ISDC support engineers will make commercially reasonable efforts to solve any problems associated with the SOFTWARE PRODUCT. A refund will be honoured within 90days from the purchase date, with written notice if not satisfied with the software product.

EXCLUSIONS

To the maximum extent permitted by law, InspectionSoftware.Com excludes, for itself and for any distributor of software incorporated in the SOFTWARE PRODUCT, all liability for all claims , expenses, losses, damages and costs made against or incurred or suffered by YOU directly or indirectly (including without limitation lost costs, profits and data) arising out of:

YOUR use or misuse of the SOFTWARE PRODUCT;

YOUR inability to use or obtain access to the SOFTWARE PRODUCT;

Negligence of ISDC or its employees, contractors or agents, or of any distributors of software incorporated in the SOFTWARE PRODUCT, in connection with the performance of ISDC obligations under this EULA; or

Termination of this EULA by either party for any reason.

LIMITATION

The SOFTWARE PRODUCT and any documentation are provided "AS IS" and all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this EULA or to this EULA generally, including without limitation, warranties as to: quality, fitness; merchantability; correctness; accuracy; reliability; correspondence with any description or sample, meeting your or any other requirements; uninterrupted use; compliance with any relevant legislation and being error or virus free are excluded. Where any legislation implies in this EULA any term, and that legislation avoids or prohibits provisions in a contract excluding or modifying such a term, such term shall be deemed to be included in this EULA. However, the liability of ISDC for any breach of such term shall if permitted by legislation be limited, at ISDC option to any one or more of the following upon return of the SOFTWARE PRODUCT and a copy of the receipt:

If the breach relates to the SOFTWARE PRODUCT:

the replacement of the SOFTWARE PRODUCT or the supply of an equivalent SOFTWARE PRODUCT;

the repair of such SOFTWARE PRODUCT; or the payment of the cost of replacing the SOFTWARE PRODUCT or of acquiring an equivalent SOFTWARE PRODUCT; or

the payment of the cost of having the SOFTWARE PRODUCT repaired;

If the breach relates to services in relation to the SOFTWARE PRODUCT:

the supplying of the services again; or

the payment of the cost of having the services supplied again.

MAINTENANCE AND SUPPORT SERVICES

The Distributor will be responsible for product support to the End User, if the support is outside the experience of The Distributor, The Distributor shall promptly forward request for further support to The Developer.

The Developer shall provide internet support via LogMeIn or other means, approved of by The Developer.

For one year following the Effective Date, subject to the terms and conditions of this Agreement, AWESIM will provide, on a commercially reasonable basis, the following support services for the Software ("Support") via email during normal AWESIM business hours(which are 8:00 AM - 5:00 PM Eastern Australian Standard Time, Monday through Friday, excepting holidays):

- 1 Investigation and confirmation of a report by You (submitted to AWESIM via email) of a Failure (as defined below),including;
 - (i) isolation of the problem(s) causing such Failure; and
 - (ii) within 30 days, repair or replacement, as applicable and at AWESIM's sole discretion, of the Software as necessary to cure the Failure;
- 2 Installation assistance;
- 3 Assistance with understanding the standard features of the Software; and
- 4 Assistance with component integration. AWESIM will use commercially reasonable efforts to respond to all support-related email within five business days of receipt of such email. A "Failure" means a failure of the Software to operate substantially in accordance with the then-current specifications for that software when the software has been installed and used in accordance with those specifications.

AWESIM will have no obligation to provide Support for any Failure that:

- (a) is due to a breach by You of the Agreement;
- (b) cannot be reasonably remedied;
- (c) is due to use of the Software in combination with third-party products, equipment, software, or data;
- (d) is due to any release of the Software other than the most current release;
- (e) is due to any modifications to the Software not provided by ISDC;
- (f) is caused by Your negligence, abuse, misapplication, or use of the Software.

You will provide AWESIM with reasonable assistance to resolve the Failure, including providing AWESIM with sufficient access to and information regarding Your computing environment to enable AWESIM to duplicate the Failure at issue and (as applicable) to determine that the Failure has been corrected. AWESIM will have no liability for any changes required by Your hardware or software configuration which may be necessary to use the Software due to a workaround, error correction, or maintenance release. AWESIM & ISDC reserves the right to provide updates and upgrades for the Software to You at its convenience. Any updates, upgrades and any other repairs, replacements or modifications to the Software made available to You will be considered part of the "Software" for purposes of this Agreement and will be subject to the terms and conditions of this Agreement applicable to the Software.

SOFTWARE INSTALLATION

To install the software to your PC please follow the installation process from the software installation page from www.awesim.com.au.

For installation to your iPad device you will be required to purchase the "Filemaker Go 12" from the iTunes store (not part of the Software fee), prior to installation of the I&R Software. AWESIM will provide installation instruction of the I&R Software via email.

FEES AND PAYMENTS

Licence Fee. In consideration of the rights to the Software provided under this Agreement, You will pay Awesim the fees ("Fees") listed on the www.awesim.com.au Web site applicable to the Software. All indicated fees on the website are inclusive of GST (Goods & Services Tax).

Three options are available;

Option 1: Purchase Identify & Report Professional with full phone & email support including software upgrades, for the first year. The Software will operate after the first year but without support or upgrades.

Extra 1yr Support and upgrades are available and recommended with an additional fee.

Option 2: Lease Identify & Report Professional with full phone & email support including software upgrades, as long as the software is leased. The software is installed on your hardware, leased in 6 month increments. The software will cease to operate at the end of the leased term.

Option 3: Lease Identify & Report Professional software with a Fujitsu PC Tablet/Laptop Hardware, with full phone & email support including software upgrades, as long as the software & hardware is leased. The Software & Hardware is leased in 6 month increments. At the end of the term the Software & Hardware is to be returned to AWESIM, in the same condition as it was received. If lost, damaged, stolen You agree to pay a replacement fee of \$600.00 Include GST to AWESIM. This Fujitsu PC Tablet computer and all software installed is the sole property of AWESIM and will be returned within 10days from the end of lease.

TRADEMARKS.

All names of products and companies used in this EULA, the SOFTWARE PRODUCT, or the enclosed documentation may be trademarks of their corresponding owners. Their use in this EULA is intended to be in compliance with the respective guidelines and licenses.

ADDITIONAL RIGHTS AND LIMITATIONS.

YOU hereby undertake not to sell, rent, lease, translate, adapt, vary, modify, decompile, disassemble, reverse engineer, create derivative works of, modify, sub-license, loan or distribute the SOFTWARE PRODUCT other than as expressly authorized by this EULA.

YOU further undertake not to reproduce or distribute license key-codes.

DISTRIBUTION

You may not distribute registered copies of the SOFTWARE PRODUCT to third parties. Evaluation versions available for download from AWESIM website (www.awesim.com.au) may be freely distributed.

ASSIGNMENT

YOU may not assign your rights and obligations under this EULA to another party.

TERMINATION

Without prejudice to any other rights, The Developer or Distributor may terminate this EULA if YOU fail to comply with the terms and conditions. Upon termination YOU or YOUR representative shall destroy all copies of the SOFTWARE PRODUCT and all of its component parts or otherwise return or dispose of such material in the manner directed by AWESIM.

GOVERNING LAW

This agreement shall be construed in accordance with the laws of the Commonwealth of AUSTRALIA.