Software Licence Agreement

Last Update	1 July 2024
Parties	**Werkflo Software Solutions Pty Limited** (ABN 25 645 323 (**Werkflo,** *us or we*)
	Customer means the party who subscribes and pays fees to us to use our Software located at the website www.werkflo.com.au (**Customer, you or your**). The Customer can also be you as an individual or an entity you represent, like a company.

Operative provisions

1 Welcome and let's get started

1.1 This Agreement explains that by downloading, using or installing our Software you agree to be bound by the terms of this Software Licence Agreement (**Agreement**). If you don't want to be bound by this Agreement you won't be able to use our Software. You can also contact us about our refund procedures. This Agreement is read in conjunction with our website terms.

2 Privacy

2.1 We take your privacy seriously and our Privacy policy is available on our website at www.werkflo.com.au.

2.2 We may need to know some personal details before you can use the software and services. Make sure to read our Privacy Policy so you understand how and why we collect, use, and share your personal data through our website, products and services and how you can exercise your rights on your information and data.

2.3 You can contact us to change, correct or add details by emailing us in writing.

3 Licence

3.1 Werkflo grants the Customer a non-exclusive, non-transferable or non-assignable licence(s) including for any approved updates based on what is subscribed for and downloaded.

3.2 Werkflo grants to the Customer the right to:
(a) a non-exclusive, non-transferable or non-assignable licence plus any approved update(s); for the licence
(b) to install and operate the Software in accordance with this Agreement;
(c) to use, perform and install the Software for internal use only; and
(d) back up the Software version you are using on your server in line with our permissions.

3.3 The Customer's Licence is available up until termination in clause 9 of this Agreement or termination by a specific date (for example, for a server version under a one year licence or when

payment is not made by a prescribed time(s)). For our trial periods or free versions, you don't normally pay anything on these versions but the Customer may need to reconfirm that they want to use the licence if a term period is set to expire.

3.4 Please be aware that if you miss payments or you close your account your data can be lost if your account closes.

3.5 You do not have the right to: (a) try to work out our source-code, including to reverse engineer or compile our Software (b) make any modifications to any Software or Support services (c) commercialize our Software or services, including by selling, lending or renting it or exploit the Software by using an unapproved version (d) create any product or service based on our Software or services (e) try to or transfer the Software or Services to anyone else, including by sub-licensing or assigning them (f) do anything illegal with our Software (g) make copies or publish copies of the Software (other than backups) (h) interfere with anyone else's use of the Software or Services (i) try to get around any technical protection measures in the Software and Services (j) exceed any applicable content storage limitations (k) install the Software or Services on more devices than you are approved for in your licence or (l) continue to use our Software or Services after your rights to use the Software or Services are expired or been terminated.

4 Delivery, installation, invoicing and refunds

4.1 Werkflo will deliver the Software from its website at www.werkflo.com.au on the signup date from payment.

4.2 Werkflo will allow the Customer to acquire more than one licence for one or more of our software products.

4.3 At Customer's request and at an additional cost to Customer, Werkflo can install the Software by loading it on to Customer's computer equipment (normally for server based computer equipment) for an agreed time frame and price with the Customer, whether yearly or longer.

4.4 Werkflo may invoice the Customer electronically or by paper invoice and may provide credit card details to a banking provider that we hold an account for Werkflo.

4.5 The Customer is responsible for proving the correct name, address and notification details and must advise of any billing errors within (thirty) 30 days from receipt of any invoice. If the Customer does not notify us within this time, we will not be required to correct the error and/or adjust the Customer's account and the Customer hereby waives any claim, allegation or contention with respect to such invoice.

4.6 The Customer can get a refund if the request is made in writing within 30 days from the sign-up date and when we can see the Customer is no longer using the Software and or Services.

5 Training

5.1 Werkflo may provide to Customer, at no additional charge, initial training in accordance with the product guidelines outlined on the Werkflo website (as amended

from time to time), subject to the product version chosen.

5.2 Any additional training requested by Customer can be provided by Werkflo on a time cost basis at commercial rates to be agreed by the parties in writing.

6 Warranty and Support
Warranties

6.1 Werkflo represents to Customer that:
(a) it owns and retains all right, title and interest in the Software and any documentation along with others associated with it plus all versions, modifications, enhancements, customizations, updates, improvements, or derivative works as and when they happen with all implied rights to title reserved to Werkflo, In other words, our Software and our documentation is our intellectual property;
(b) the Software will perform substantially in accordance with its specifications detailed on the website;
(c) we cannot guarantee that third parties might try to attack or gain access to your data or make use of personal data unlawfully and we would of course update any such instances. So please ensure you back your data for protection and make use virus protection software.

Support and Help

6.2 Customer may:
(a) on an annual basis, purchase Support upon payment of the Support Fee; and
(b) discontinue Support upon written notice to Werkflo based upon written terms made.

6.3 If Werkflo receives notification from Customer during any Support term that there is any defect in the Software or documentation, Werkflo must, at its own expense, promptly remedy any defect or error at its own expense.

6.4 If you require us to customise our Software we can look at doing that under a customisation program and we will provide a separate agreement based upon requirements, time and pricing to help you.

7 Fees

7.1 The Customer will pay to Werkflo the following:
(a) Licence fees and other costs (like data charges for our cloud versions) detailed on our website; and
(b) Support fees (if any apply), in accordance with our separate terms for this service.

7.2 Unless otherwise agreed by the parties, Customer will pay each invoice issued within 5 business days from the end of the month in which that invoice is received unless the payment is debited onto a recognised credit card for monthly period of use or by other payment terms made in writing with us.

7.3 If any goods and services tax (**GST**) or other supply tax is payable under this Agreement the Customer must pay to Werkflo the amount of the GST or supply tax,

subject to receipt of a valid tax invoice (or other things required to comply with any tax authority).

7.4 Our fees can and do change at any time including after a limited offer period made by us and any change will be found on our website.

7.5 You remain responsible for data costs based on the data you use from time to time.

8 Limitation of Liability

8.1 To the extent permitted by law, our liability and that of our affiliates, suppliers, licensors or other third-party service providers to you, under or in connection with these terms or our Agreement, arising under any circumstances (such as arising out of breach of contract, negligence or any other tort, misrepresentation, under statute or otherwise) is (a) limited to the price you paid for your applicable Software or Services for the subscription term during which the event or circumstance gave rise to the liability occurred, or AUD$50 in respect of free trial Software; and (b) excludes any liability to you for any: (i) indirect, special, incidental, or consequential loss or damage, including loss of profits, loss of goodwill, loss of personnel salaries, work stoppage, computer failure or malfunction or loss of data; or (ii) theft of personally identifiable information.

8.2 We make no warranties, representations, express or implied, in relation to the Software or Services, including warranties or conditions of merchantability, performance, satisfactory quality, fitness for purpose, title, and non-infringement. The Software and Services are provided "as is". You as the Customer remain responsible for selecting the Software and Services to achieve your intended results and for installing and using the Software or our Service. We do not warrant or guarantee the Software or Services' use or performance. We do not warrant or guarantee that the Software or Services' operation will be failsafe, uninterrupted, or free from errors or defects, or that there will be no malfunctions or other errors in the Software or Services caused by virus, infection, worm or similar malicious code not introduced or developed by us. We are not liable for any downtime or service interruption, for any lost or stolen data or systems, or for any other damages arising out of or relating to any actions or intrusions notwithstanding any other clause in this Agreement and to the extent permitted by law.

8.3 Nothing in this agreement limits any rights you may have under existing consumer-protection statutes or other applicable laws that may not be waived to re-supply services or refund or to compensate for reasonably foreseeable direct damages limited to the subscription amount paid as at the time of using our Software.

8.4 We will defend the Customer from any third-party claim, suit, or proceeding alleging that the Software, unmodified and as originally delivered, infringes or misappropriates any laws or any copyright or trade secret of a third party except for responsibility of any claims that arise from or relate to (a) any modifications

to the Software created by any person other than Werkflo (b) any combination of our Software with any third-party hardware, software, or other materials where such combination is the object of the claim, or (c) the use of any version of the Software other than the latest version made available to the Customer by us.

9 Termination

9.1 Either party may terminate this Agreement at any time immediately, or at such later date as that part elects, by written notice to the other party if:
 (a) Any matters outlined in clause 3.5 happen; or
 (b) the other party materially breaches this Agreement and fails to remedy such breach within 14 days after receipt of notice from the first party specifying the breach and requiring it to be remedied.

9.2 Upon termination or expiry of this Agreement:
 (a) the parties are released from any obligation to continue to perform the Agreement except for those obligations that, by their nature, survive termination; and
 (b) each party retains the rights and claims it has against any other party for any past breach of the Agreement.

10 Notices

10.1 All notices must be:
 (a) in legible writing and in English; and
 (b) outline the complaint, issue or concern.

10.2 Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice will be considered to have been received:
 (a) if sent by hand, when left at the address of the recipient;
 (b) if sent by prepaid post, 3 days (if posted within Australia to an address in Australia) or 10 days (if posted from one country to another) after the date of posting; or
 (c) receipt by email to us.

11 General provisions

Discontinue Software features, product or services

11.1 From time to time, we may discontinue or remove certain Software, Services or any particular features of our Software or Services. When we stop this you won't be able to renew your old subscription and must decide if you like the changes or not to continue with us.

Data upon termination

11.2 We will delete all your stored or backed-up content (information, text, files, links, images and all other materials you provide to us) when your Agreement terminates with us. You agree that is you are responsible for storing and backing-up your data or content before termination.

Assignment

11.3 Werkflo does not allow the Customer to assign, sub-license, sub-contract, mortgage or otherwise transfer or dispose of this Agreement or any of its rights or obligations under it without the prior written approval of Werkflo.

Relationship

11.4 The relationship between the parties is one of independent contractors and there is no authority to bind the other party by contract or otherwise.

Entire agreement

11.5 This Agreement and any other documents referred to in this Agreement or executed in connection with this Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications.

Force Majeure

11.6 Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of: (a) any provision of any present or future law or regulation of the United States or any applicable law that applies to the subject matter hereof; or (b) strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government action, acts of terrorism, earthquakes, power outages or any other cause that is beyond the reasonable control of such party.

Invalid or unenforceable provisions

11.7 If a provision of this Agreement is invalid or unenforceable in a jurisdiction:
 (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Waiver and exercise of rights

11.8 A waiver made by us of a provision of or of a right under this Agreement is only binding only when gives this in writing and is effective only in the specific instance and for the specific purpose for which it is given.

11.9 Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

Governing law and jurisdiction

11.10 This Agreement is governed by the laws in Australia.

11.11 Each party irrevocably and unconditionally:
 (a) submits to the exclusive jurisdiction of the courts of NSW South Wales; and
 (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.