



1 PLEASE READ THESE OLI™ and CPMS™ EULA TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS OLI™ and CPMS™ WEBSITE.

1.1 We are Asset Management Engineers Pty Ltd (ACN 121 381 682) of Unit 4, 44 Belmont Avenue, Belmont WA 6104 ("AME").

1.2 Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern AME's relationship with you in relation to your use of this website.

1.3 By using this website, you signify your acceptance of these EULA Terms and Conditions of use. For the purposes of these terms and conditions, 'Us', 'Our' and 'We' refers to AME and 'You' and 'Your' refers to you, the client, customer, visitor, website user or person using our website.

2 AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website, then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and AME's rights and obligations to each other.

3 ACCOUNTS AND PERMITTED USERS

3.1 Required Accounts

You acknowledge and agree that, to receive the benefits of the services we provide, you:

- (a) may be required to create an Account; and
- (b) must pay any associated fees.

3.2 Account Access

You agree to provide AME access to your account with admin and developer-level permissions.

3.3 Security Responsibilities

- (a) You are solely responsible for:

- (i) keeping any usernames and passwords associated with your account for the services secure; and

- (ii) the use of your account, irrespective of who is using it, even if it is used without your permission.

- (b) We agree to keep any username and passwords associated with your account secure.

3.4 Permitted Users

- (a) Each permitted user of your account shall be assigned a unique log-in name and password for their use of our services, which shall be kept confidential.

- (b) You will ensure:

- (i) the number of individual users authorised to access and use our services shall not exceed the number of permitted users; and

- (ii) each individual permitted user does not share their access with any other person;

- (iii) if there is any dispute between you and a permitted user regarding access to any of our services, you shall be responsible for and decide what access or level of access to the relevant data or services that permitted user shall have, if any

3.5 Additions

During the period you have access to our services, you may request AME to add new permitted users. Subject to our approval of this request, we shall grant you and/or the additional permitted users' access, at the prevailing fees or such other fees agreed between us.

3.6 Deemed Acceptance

You agree that, if one of your representatives or permitted user's accepts any part of these EULA Terms and Conditions or the associated OLI™ and CPMS™ SaaS Terms and Conditions on your behalf (for example, by accessing and using our software or application), you shall be deemed to have accepted as though you had directly agreed yourself.

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4 DATA

4.1 Use of Data

Your data from our software or application may be aggregated or anonymised by us and used by us to improve our services, develop new services, show trends about general use of our services, and for other business and marketing uses by us or by third parties.

4.2 Accuracy of Data

- (a) The accuracy of the data entered into our software or application is your sole responsibility.
- (b) You accept that reports, data sheets or any other output created programmatically from our software or application will be checked for accuracy by you and before you use those outputs. You will notify us of any error discovered and we will endeavour to rectify such error subject to our agreed service levels as set out in the OLI™ and CPMS™ SaaS Terms and Conditions.

5 INTELLECTUAL PROPERTY

5.1 Title

All title, ownership rights and intellectual property rights, including copyright in relation to our services is owned or used under licence by us.

5.2 Restrictions

- (a) Without our express prior written consent, you undertake that you will not and will not permit any person to:
 - (i) directly or indirectly alter, replicate, copy, recreate, create derivative work from, decompile, reverse engineer, reserve assemble, reserve compile, enhance, interfere with or with part of our software or application or otherwise obtain, modify or use any source or object code, architecture, or algorithms contained in our services or any documentation associated with our services;
 - (ii) interact with any of our trademarks (whether registered or not) that could cause any adverse effect to our ownership and/or rights to our intellectual property; or
 - (iii) copy or reproduce, or create an adaptation or translation of, all or part of our services in any

way, except to the extent that reproduction occurs automatically through the ordinary use of our software or application in accordance with these EULA Terms and conditions or the associated OLI™ and CPMS™ SaaS Terms and Conditions;

- (iv) incorporate all or part of our software or application in any other webpage, site, application or other digital or non-digital format for purposes other than marketing and/or training;
- (v) (subject to other rights explicitly granted under these EULA Terms and Conditions) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of our software or application on any medium;
- (vi) do anything that will infringe our intellectual property rights or those of any third party; or
- (vii) attempt to do any of the above.

- (b) Without limiting the foregoing, you also acknowledge that any intellectual property in any modifications, improvements or enhancements suggested by or contributed to or provided by you or your permitted users in regard to our services shall immediately vest in AME.

5.3 Your Intellectual Property

- (a) Nothing in this Agreement will transfer ownership of any information you own that you provide to us.
- (b) You grant AME a non-exclusive, royalty free, irrevocable license to use of any material and data you supply in connection with these EULA Terms and conditions or the associated OLI™ and CPMS™ SaaS Terms and Conditions.

5.4 Threats and Action

If you become aware of any infringement or threatened infringement of our intellectual property rights, you must give immediate notice to us including full particulars of the infringement. We may, in our absolute discretion, institute and prosecute an action against the infringer.



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5.5 Provide all Assistance

You, your permitted users and/or representatives (as the case may be) must execute all documents and do all things reasonably necessary to aid and co-operate in the prosecution of any actions brought by us under this clause.

5.6 Survival of Obligation

The operation of this clause 5 survives the termination of these EULA Terms and Conditions.

6 WARRANTY

6.1 Exclusion of express warranties

Subject to our obligations in respect of the provision of our services under this Agreement, we make no warranties or guarantees:

- (a) that our services will be accessible at all times, uninterrupted or error free;
- (b) that any of our software or application is without bugs or viruses;
- (c) that any of the technical information is without error or inaccuracy;
- (d) that our services are immune to unauthorised access or security breach; and
- (e) in respect of the retention of, or continued accessibility of, any data.

6.2 Warranties as to capacity

Each party represents and warrants to the other that:

- (a) it has full power and authority to execute an agreement and observe and perform all of its obligations;
- (b) it is not aware of any thing, matter or circumstance which may prevent it from fulfilling its obligations under the agreement; and
- (c) it is not insolvent and no receiver, receiver and manager, provisional liquidator, liquidator or other officer of the court has been appointed in relation to all or any of its affairs or material assets.

7 LIMITATION OF LIABILITY

7.1 Limitation

(a) It is an essential pre-condition to you using our website that you agree and accept that we are not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable.

(b) It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

7.2 Your acknowledgements

(a) You acknowledge and agree that we are not responsible for the conduct or activities of any other user of our services;

(b) If you are a consumer within the meaning of the Consumer Law, there are certain rights (such as the consumer guarantees implied by the Consumer Law, which cannot by law be excluded ('Non-Excludable Conditions')) and these EULA Terms and Conditions are subject to those Non-Excludable Conditions.

(c) Subject to the application of any applicable Non-Excludable Conditions and to the maximum extent permitted by law, we:

- (i) exclude from these EULA Terms and Conditions all guarantees, conditions and warranties that might but for this clause be implied into these EULA Terms and Conditions;
- (ii) exclude all liability to you for any costs, expenses, losses and damages suffered or incurred directly or indirectly by you in connection with these EULA Terms and Conditions, including using our services,



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whether that liability arises in contract, tort or under statute; and

- (iii) will not, under any circumstances, be liable to you for any consequential loss, which includes but is not limited to loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss, loss of goodwill, and any other form of consequential, special, indirect, punitive or exemplary loss or damages ("Consequential Loss").

- (d) If our liability under these EULA Terms and Conditions cannot be lawfully excluded, to the maximum extent permitted by law, our liability for breach of any Non-Excludable Condition is limited to (at our option) the supplying of our services again; or the payment of the cost of having our services supplied again. Costs will be comparable to those outlined in the Pricing Schedule contained in the associated SaaS terms and conditions OLI™ and CPMS™ SaaS Terms and Conditions.

7.3 Costs

We exclude all other liability to you for any costs, including Consequential Loss, suffered or incurred directly or indirectly by you in connection with these EULA Terms and Conditions and the associated OLI™ and CPMS™ SaaS Terms and Conditions, or our services, in connection with:

- (a) the occurrence of an unforeseen event as described in clause 9;
- (b) if you or your permitted users use equipment other than devices approved by us to access or use our services;
- (c) reliance on technical advice, modelling or calculations provided by us;
- (d) the infringement or claimed infringement by any person other than us or our representatives of our intellectual property rights including moral rights of any person in connection with these EULA Terms and conditions or the associated OLI™ and CPMS™ SaaS Terms and Conditions;

- (e) any unauthorised activity in relation to our software or application by you or your permitted users;
- (f) your use of or reliance on our services for a purpose other than your business purposes or the reasonably expected purpose of our services; or
- (g) your failure to fulfil your obligations under these EULA Terms and conditions or the associated OLI™ and CPMS™ SaaS Terms and Conditions. The foregoing limitation applies however such costs are caused whether they arise in contract, tort (including by our negligence), or under statute.

7.4 AME not liable for Consequential Loss

AME is not liable under this Agreement for any Consequential Loss arising out of a breach by us of these EULA Terms and conditions or the associated OLI™ and CPMS™ SaaS Terms and Conditions, including (without limitation) any liability under the indemnity in the next clause.

8 INDEMNITY

8.1 Indemnity

You agree to indemnify us and will keep us and our representatives indemnified against all liability arising from claims for:

- (a) libel, slander, defamation, product disparagement or indecent, false, misleading or deceptive conduct;
- (b) any breach of your obligations under these EULA Terms and Conditions;
- (c) any breach of privacy law;
- (d) any breach of the provisions of this clause;
- (e) infringement of our intellectual property rights;
- (f) piracy, counterfeiting, plagiarism, or unfair competition;
- (g) invasion of the right of privacy; and
- (h) any incorrect, fraudulent or false information provided by you.



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9 UNFORESEEN EVENTS

Neither of us is responsible for any loss arising out of any occurrences or condition beyond our control, including acts of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility, internet infrastructure or common carrier or computer disruption due to the effects of a computer virus, trojan, worm, malware or other malicious code.

10 DISCLAIMER

10.1 To the fullest extent permitted by law, we absolutely disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. We give no warranty that the documents, or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

10.2 Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

10.3 It is your sole responsibility and not our responsibility to bear any entire costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

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