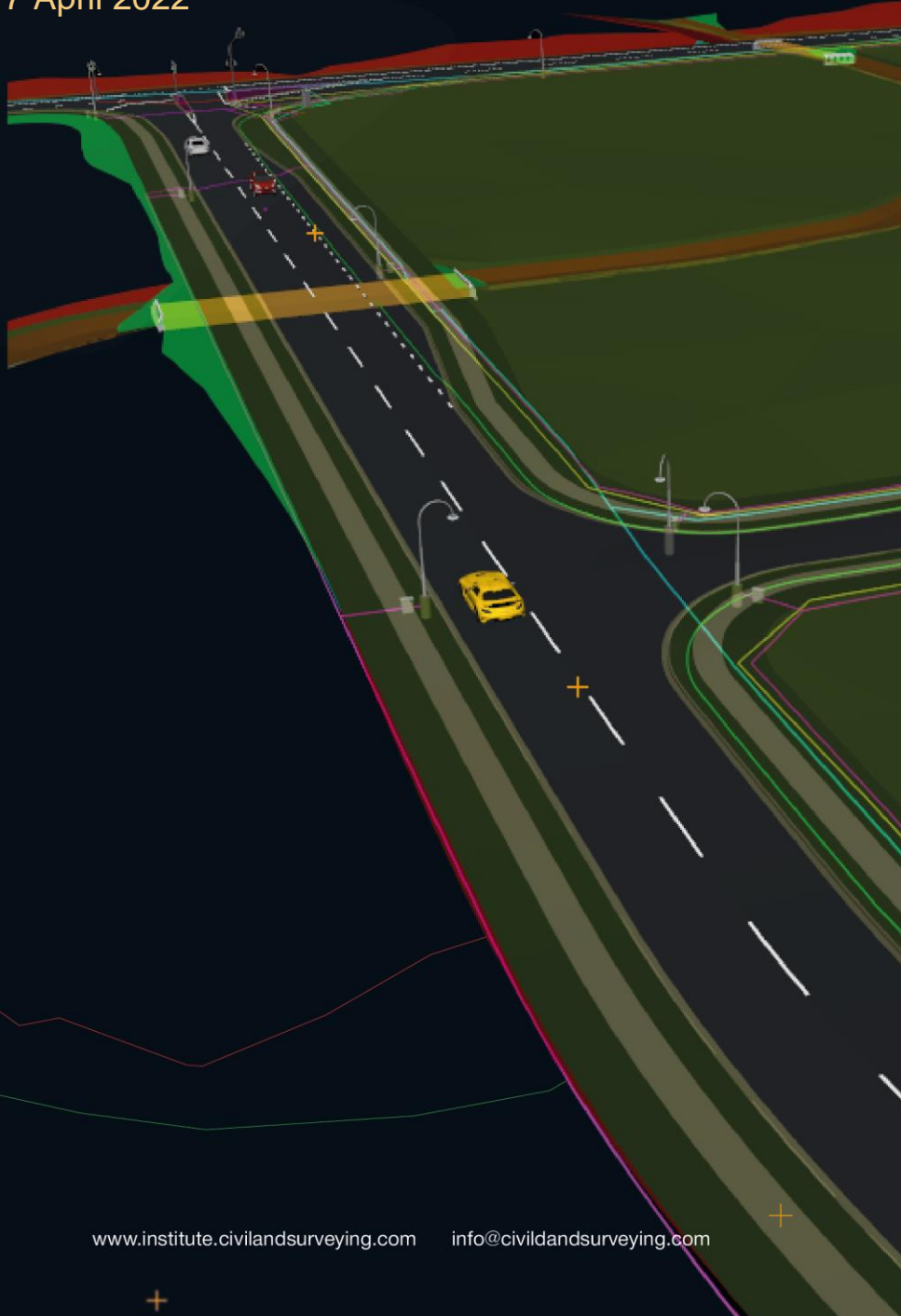


12d Licence Agreement

SPOT Software Loan Licence

12d Model Version 14 – 7 April 2022



This Agreement has been prepared by 12d Solutions Pty Ltd (ABN 43 101 351 991) to define the terms and conditions of use of 12d Model Self-Paced Online Training Loan licences of all types: **stand-alone, network or cloud.**

Definitions:

“**We**”, “**Us**” or “**Our**” means 12d Solutions Pty Ltd

“**You**” or “**Your**” means the licensee of 12d Model Loan Licences, either an individual or a legal entity

“**Software**” means the software program 12d Model developed and marketed by us

“**SPOT**” means Self-Paced Online Training

“**SPOT Software**” means the version of the Software for Self-Paced Online Training. Depending on the context, Software may refer to SPOT Software

“**Licence**” means the licence to use the SPOT Software according to the terms of the Agreement.

“**Cloud**” means computing resources made available through the Internet

We make this agreement (the “Agreement”) on the condition that you use the SPOT Software for the purpose of carrying out your normal and lawful duties, or for the purpose of education. You agree not to use the Software in ways that violate laws or infringe the rights of others. We reserve the right to cancel your Licence, if we deem you have breached the terms of the Agreement.

1.1 Terms of Use of SPOT Software Loan Licences

All hardware locks (dongles) remain our property and they must be returned to us at the end of the specified period or at the end of an extended period as specified in writing by us.

We grant you a non-exclusive right to use and display the loan copy of the Software, as long as you comply with the terms of the Agreement. We reserve all rights not expressly granted to you.

This is a legal document and is an agreement between you and us. By accessing the Software, you agree to be bound by the terms of the Agreement.

The Software and the accompanying written materials are the subject of copyright. Unauthorised copying of the Software, including Software that has been modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally

responsible for any copyright infringement which is caused by or encouraged by your failure to abide by the terms of the Agreement. Subject to the restrictions above, you may make copies of the Software as are reasonably required for security and archival purposes for your sole use.

You may not distribute unauthorised copies of the Software or accompanying written materials to others. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derived works based on the written materials without our prior written consent.

The Software is licensed only to you and the Licence may not be transferred to others. In no event may you transfer, assign, rent, lease, or otherwise dispose of the Software on a temporary or permanent basis except as expressly provided herein.

The Licence is effective until terminated. The Licence will terminate automatically without notice from us if you fail to comply with any provision of the Agreement.

This Agreement is covered by the laws of the Commonwealth of Australia and shall benefit us, our successors, and assignees.

Should you have any questions concerning the Agreement, or you wish to contact us for any reason, please send an email to: info@12d.com or if in NZ, office@12d.co.nz

1.2 Additional Terms of Use of SPOT Software Loan Cloud Licences

Before accessing the Software Cloud Licences supplied by us, you must agree with the terms of use detailed in the previous section **1.1 Terms of Use of SPOT Software Loan Licences** and agree to and comply with the following additional terms for using SPOT Software Loan Cloud Licences.

1. **Your details will be recorded by us and added to the whitelist of Approved Users and used as the method to contact you directly if there are any problems. This is needed to ensure that only approved Users have access to the service.**
2. You **MUST NOT** pass on the instructions or associated nodes file to **ANYONE** else.
3. When you are not working with Software, **make sure that you exit** the Software, so it releases resources in the Cloud. You acknowledge that cloud licences depend on finite resources shared amongst many users. You agree not to use the services excessively or unreasonably.
4. The Software is the latest released version.

If your company's Software projects are in an earlier version of the Software, please ensure that it is permissible to update the projects to the latest version. Once Software projects have been opened in a later version of the Software, they cannot then be opened in earlier versions. We do not accept any liability or responsibility for the integrity of the Software projects in an earlier version of the Software once the Software projects have

been read into a later version. If using the Software is a problem, please contact Support at support@12d.com.

5. To ensure the ongoing ability for only approved Users to access, and to ensure continued access to the Software Loan Cloud Licences, we retain the right to:
 - Specify the version of the Software to be used to access Software Loan Cloud Licences.
 - For applicable Users, specify the minimum/recommended version of the 12d Synergy Client/Server to better facilitate remote working practices in conjunction with the Software Loan Cloud licences.
 - Specify the version for the Code Meter drivers used to access the Software Loan Cloud Licences.
 - Change/upgrade/enhance security measures around access to the Software Loan Cloud Licences.
 - Refuse access to non-approved Users or Organisations.
 - Revoke access to individuals or organisations that we consider to have breached, or exceeded “fair play” considerations. Such considerations may include keeping a licence open continuously, therefore potentially restricting access to another User, distributing access to unapproved Users or Organisations, or any other reason which is at our sole discretion.

6. The **nodes.12dXXn** file and information on **how to access** the Software Cloud licence is **CONFIDENTIAL** and is **NOT** to be distributed to another party without our written permission.