

**OzCAD Pty Limited**

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**Dates**

Effective Date: 2012-09-15  
Renewal Date: 2013-10-01

**Rates**

The Initial Period Rate and Renewal Annual Rate listed below are calculated based on the Covered Software identified in this Agreement and are subject to any subsequent changes to this list. Rates are exclusive of GST or any other applicable taxes which will be added where applicable.

Initial Period Rate: A\$000.00

Renewal Annual Rate: A\$000.00

**Licenses Covered**

The 4 licenses covered by this agreement are listed below.

Product	License
6SA-P1-NEW-ARLZ	ZC-XXXXX1
6SA-P2-NEW-VXLZ	ZC-XXXXX2
6SA-P2-NEW-VXLZ	ZC-XXXXX3
6SA-P2-NEW-ARLZ	ZC-XXXXX4

**Customer**

Agreement #: ZCZ 0000 0000 000 Issue# 001  
Name: Vector Design Pty Ltd  
Address: 7 Smith Street  
Address 2:  
Suburb: Sydney  
State/Territory: NSW  
Postcode: 2000  
Country: AU

**Contract Manager**

Name: Mr. David Jones  
Telephone: (02) 8000 9000  
email: david@vectordesign.com.au

**Payment Method**

By signing below, Customer authorizes the Company to automatically invoice for all rates or fees associated with this Agreement. Invoices will be sent by the Company within 30 days of the renewal date, and must be settled by the Customer on or before the renewal date.

Authorized Signature

Date

SIGN HERE

**SAMPLE ONLY**

**Signatures:** By signing below, Customer and the Company agree to be bound by this Agreement including the Terms and Conditions.

Customer's Firm/Organization

**OzCAD Pty Limited**

Provider

Authorized Signatory (please print)

Authorizing Partner's Name (please print)

SIGN HERE

Authorized Signature

Date

Authorized Signature

Date



This Software Support Agreement (the "Agreement") is made between OzCAD Pty Limited (the "Company," "we" or "us") and the customer named above ("Customer" or "you") as of the Effective Date as stated on the cover page of this Agreement. This Agreement describes the terms and conditions under which we will provide you with certain support services relating to the software products listed above (the "Covered Software"). The Covered Software is licensed to you under one or more separate End User License Agreements ("EULAs") between you and Nemetschek Vectorworks, Inc. ("Nemetschek") (which is not the same company as us), and not under this Agreement.

**1. Services.** During the Term of this Agreement, subject to your payment of all fees described herein and your compliance with the terms and conditions of this Agreement, we will provide you with the following services (which we may modify or discontinue from time to time if we are required to do so by Nemetschek) (the "Services"):

- a. **Software Updates.** We will make available to you, updates, patches, and "bug-fixes" for the Covered Software ("Updates and Upgrades") from time to time, when we make such Updates and Upgrades generally available to other licensees. One copy of each Update and Upgrade will be made available to you for each license covered by this Agreement. The scope and frequency of Updates and Upgrades being made available will remain the discretion of Nemetschek and the Company. All Updates and Upgrades will be considered part of the software covered by the applicable EULA.
- b. **Portal and Knowledge Base.** We will maintain a web site, which is called the "Portal" in this Agreement, from which you will be able to obtain access to certain Services. The Portal may only be accessed by Customer employees authorized to access the Services ("Authorized Users") using login credentials supplied by us or Nemetschek. Login credentials will be supplied by the end of the first three business days of the month following the Effective Date. The Portal will include a Knowledge Base containing information related to the use of the Covered Software.
- c. **Priority Support.** We will maintain a separate email address and specific telephone extension for your use in obtaining technical support for the Covered Products. Priority Support will be available during Company's normal business hours, which are 9:30am to 5:30pm Monday to Friday, Eastern Australian Time.
- d. **Discount Vouchers.** We may offer you Discount Vouchers from time to time, enabling you to purchase products and services from us at discount prices. We make no representations as to the number, frequency, or type of Discount Vouchers that may be offered.

**2. Term.** This Agreement will be in effect from the Effective Date until the Renewal Date and will renew automatically (subject to conditions specified below) on the Renewal Date, and on each subsequent anniversary of the Renewal Date, for a 12-month period (an "Agreement Year"; the time period between the Effective Date and the termination of this Agreement is the "Term"). The Agreement will renew automatically unless terminated sooner by us, or unless either you or we notify the other in writing before the Deadline stating that this Agreement will not be renewed. The "Deadline" is the later of (i) 90 days prior to the first day of the next Agreement Year; or (ii) 30 days after we send you written notice of an increase in the Fee. This Agreement will terminate automatically if you violate any part of this Agreement.

**3. Licenses Covered.** All licenses owned by you for Nemetschek software must be included in the Covered Software unless we agree otherwise in writing. If you purchase additional licenses in the future, the licenses must be added to this Agreement at the time of purchase.

**4. Fees.** For the first period (from the Effective Date until the Renewal Date), you will pay us the "Initial Period Rate," as stated on the cover page of this Agreement, when this Agreement is signed by you. For each subsequent Agreement Year, you will pay us the Renewal Annual Rate, subject to increase as described below (in each case, the "Fee") prior to the first day of such Agreement Year. We will automatically process for payment according to the payment method indicated above, the Fee for each subsequent Agreement Year on or about the first day of such Agreement Year. We may change the Fee during the course of this Agreement by providing you with advance written notice of the change, and all such changes to Fees will be effective on the first day of the next Agreement Year following our notice. The Fee for a license added during an Agreement Year will be the then-current Fee for that product, pro rated for the number of months remaining in that Agreement Year. The Fee for any licenses added during an Agreement Year will automatically be added to any subsequent Renewal Annual Fees. Fees are exclusive of GST or any other applicable taxes which will be added where applicable.

**5. Terms of Access.** You shall abide by all terms and conditions, terms of service and other policies that we or Nemetschek may publish in the Portal from time to time

(all of which are incorporated by reference into this Agreement). You, your employees, and all Authorized Users shall maintain as confidential (i) all login credentials provided by us or Nemetschek and (ii) all software, articles, Webinar recordings, training materials, descriptions of training exercises and other Portal content (collectively, "Content"). You shall designate a "Contract Manager" who will be your primary contact person for matters related to this Agreement, and who shall be responsible for providing and updating (as necessary), on your behalf, all information requested by us through the Portal. All information you provide in connection with the Services may be shared with Nemetschek. You shall designate one or more "Tech Support Liaisons" from among the Authorized Users. You may assign one Tech Support Liaison for every three software licenses covered by this Agreement up to a maximum of three Tech Support Liaisons. All requests for technical support through Priority Phone Support must be submitted by a Tech Support Liaison.

**6. Intellectual Property.** With respect to all Content you submit or make available for inclusion in the Services ("Customer Content"), you grant Nemetschek and the Company a worldwide, royalty-free, perpetual, non-exclusive license to use such Content in any media and for any purpose, unless Nemetschek and the Company expressly agree otherwise in writing. You acknowledge and agree that Nemetschek or the Company owns all right, title and interest in and to all Content other than Customer Content. For avoidance of doubt, Vectorworks files you submit to us for the purpose of obtaining technical assistance are not considered "Content" or "Customer Content," and no ownership or license rights are granted in them (except to the extent necessary for us to provide the technical assistance you request).

**7. Transferability.** You may not assign, license, sell, lend, rent, lease or otherwise transfer this Agreement, or any portion thereof, without written permission from the Company. Nemetschek is a third party beneficiary of this Agreement and may (i) assume Company's rights and obligations under this Agreement or (ii) cause the Agreement to be assigned from Company to another party.

**8. No Warranties; Limit of Liability.** To the maximum extent permitted by law, the Services are provided "as is" without any warranty of any kind, either express or implied. You are solely responsible for all work product created using the Covered Software. IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO ALL CLAIMS ARISING FROM OR RELATED TO THE SERVICES, IN CONTRACT, TORT OR OTHERWISE EXCEED THE CONSIDERATION PAID BY THE CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

**9. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of Australia. Any disputes or claims arising out of or in connection with this Agreement or its subject matter or formation shall be subject to the exclusive jurisdiction of the courts of Australia. This Agreement constitutes the entire agreement, and supersedes any prior agreement, between you and the Company regarding its subject matter. Except as otherwise provided herein, no modification of this Agreement shall be effective unless made in writing and signed by you and us. If any provision of this Agreement is determined to be unenforceable, then such provision shall be deemed to be modified or restricted as necessary to make it enforceable, and in any event, the other provisions of this Agreement shall be unaffected.

