

# Access Flow Global End User Licence Agreement (EULA): Software

# Licence Agreement

These are the terms and conditions subject to which we license any of our products to you. If you are a systems integrator, installer, reseller or otherwise installing Access Flow Global products on behalf of a third party, you shall ensure that you have their acceptance of this Access Flow Global End User Licence Agreement (EULA). By accepting this agreement or using Access Flow Global software, you are entering a legally binding agreement between you (either an individual or a single legal entity) and Access Flow Global and all of these terms, and consent to the transmission of certain information during activation and during your use of the software.

We are Access Flow Global, a company registered in Australia, ABN 44 623 792 325.

Our address is 57 Skylark Bvd Clyde North Victoria 3978 Australia

You are; Anyone who buys or receives a Licence or Licensed product from us or a certified representative.

## It is now agreed as follows:

### 1. Definitions

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

“Computer” includes any workstation, electronic application or receiving device.

“Copy or Publish” with reference to a Licensed Product, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, changing, cropping or any other change or use as part of some other created work.

"Intellectual Property" means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including all Licensed Products, intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.

“Licence” means a licence granted by us to you in the terms of this agreement for use of a Licensed Product.

“Licensed Product” means any product, service, material, or thing offered for license by us, including the Software or Service and whether or not bought by you. A reference to “Licensed Product” shall be a reference to all or part of a product or to a product changed by you. Licensed Product is subject to the terms and conditions of the relevant product terms, available to view at: [www.accessflowglobal.com](http://www.accessflowglobal.com), as such terms may be updated and superseded at Access Flow Global’s discretion.

“Access Flow Global” means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us [or any member of the Access Flow Global group of companies]. It includes all web pages controlled by us.

“Restrictions on Use” means first, the restrictions set out in this agreement and second, all restrictions or limitations arising from choices you made at the time of purchase. These may relate to limitations on use, territory, duration, or any other choice which defines the Licensed Product. Third, restrictions include those made by you, if any, in private correspondence between us before your purchase.

“Software”	means the software which constitutes the Licensed Product, or which provides any electronic function which supports the use of the Licensed Product.
“Third Party Owner”	means an owner of a Licensed Product which is not owned by us.
“Confidential Information”	means all information about Access Flow Global, including information: given or received in any medium whatever, including orally; of any description, whether recorded or unrecorded; whether protected by law or not; which may give a commercially competitive advantage to any other person;
“Services”	it includes, among other things: information about staff, their performance and their personal contact information, data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer relationships, customer profiles, sales estimates, business plans; information about the Intellectual Property, the Know-how and all aspects of our technology; information owned by a third party and in respect of which we have an obligation of non-disclosure; information, comment or implication published on any Internet social medium.
“Know-how”	means the services to be provided by Access Flow Global to customers under a project or as part of software maintenance agreement such as: Support Plus. means scientific or technical information, systems, testing procedures and management methods and other procedures and ways of working and organising which are not capable of protection as copyright.
“New IP”	means Intellectual Property created by Access Flow Global.

## 2. Grant of Licence

Software. The software includes:

### 2.1. Access Flow Global software; and

additional software that may only be used as detailed in the software installation guide.

2.1.1 Additional terms. Access Flow Global and third-party terms may apply to your use of certain features, services, depending on your software licence capabilities, how it is configured, and how you use it may require third-party software. Please be sure to read the software installation guide.

### 2.2. License Model. The software is licensed based on:

the number of door and intrusion areas on your system that you run; and the server software functionality accessed.

The software may include or run with third-party programs that are licensed to you under this agreement, or under their own terms. License terms, notices, and acknowledgements, if any, for the third-party programs can be viewed at their own websites.

### 2.3. Installation and Use Rights.

License. The software is licensed, not sold. Under this agreement, we grant you the right to install and run instances of the software to the amount defined by your license and within the bounds of your hardware or software configuration (the licensed device), for use by either an individual or a single legal entity at a time, so

long as you comply with all the terms of this agreement. An unlimited software licensed can be purchased for the use of either an individual or a single legal entity on multiple devices. Updating or upgrading from non-genuine software with Software from Access Flow Global or authorised sources does not make your original version or the updated/upgraded version genuine, and in that situation, you do not have a license to use the software.

- 2.4. Device. In this agreement, “device” means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- 2.5. Restrictions. Access Flow Global reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
  - 2.5.1 use or virtualise features of the software separately.
  - 2.5.2 publish, copy (other than the permitted backup copy), rent, lease, or lend the software.
  - 2.5.3 transfer the software (except as permitted by this agreement).
  - 2.5.4 workaroud any technical restrictions or limitations in the software.
  - 2.5.5 use the software for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
- 2.6. We offer the licence in all countries. We may refuse or revoke a Licence and return your payment if you live in a country we do not decide to serve.
- 2.7. The licence is non-exclusive, non-assignable, non-transferable and otherwise as limited by the terms of this agreement.
- 2.8. This licence is limited by the Restrictions on Use and by the choices you have made at the time of purchase of your licence. You agree to comply with all Restrictions on Use.
- 2.9. No express or implied licence of the Licensed Product or any other material is granted to you other than the licence granted in this agreement.

### **3. Restrictions on Use of Licensed Product**

You agree that you will not:

- 3.1. use the Licensed Product for any purpose or in any way except as you selected and paid when you bought it from Access Flow Global.
- 3.2. separate the component parts of the software for use on more than one computer. Reverse engineer, decompile or disassemble the software.
- 3.3. sub-license, lease, or lend the Software or the Licensed Product;
- 3.4. Copy or Publish a Licensed Product except as specifically allowed in this agreement;
- 3.5. represent or give the impression that you are the owner or originator of any Licensed Product;
- 3.6. remove any identification or reference number or other information which may be embedded in any file of a Licensed Product.

### **4. Multi-use of the licence**

- 4.1. You must not allow any other person to use a Licensed Product except in the situation or context for which you have bought it.
- 4.2. Every publication or appearance of a Licensed Product must bear an attribution in terms [terms].

- 4.3. Every publication or appearance of a Licensed Product on a website must be protected as far as the law allows by separate, specific or general provisions against copying or publishing. We will enable you to use the definition of "Copy or Publish" used in this agreement.
- 4.4. You must not use a Licensed Product:
  - 4.4.1 except for the use specified at the time of purchase;
  - 4.4.2 in part or as a whole, to incorporate it in any intellectual property of yours;
- 4.5. If any information you give us is inaccurate, we may terminate your licence, and no refund of money will be due to you.
- 4.6. Multiple versions. If when acquiring the software, you were provided with various versions, you may install and activate only one of those versions at a time.
- 4.7. Multiple or pooled connections. Hardware or software you use to multiplex or pool connections or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
- 4.8. Device connections. You may allow up to 1 other device to access the software installed on the licensed system for the purpose of failover. You may allow any number of devices to access the software on the licensed device to synchronise data between devices such as workstations. This section does not mean, however, that you have the right to install the software or use the primary function of the software (other than the features listed software installation guide), on any of these other devices.
- 4.9. Use in a virtualised environment. This license allows you to install only one instance of the software for use on one device, whether that device is physical or virtual. If you want to use the software on more than one virtual device with the exception of running it for fail-over, you must obtain a separate license for each instance.
- 4.10. Remote assistance. You may use Access Flow Support Plus assist in support for, activations, tech support or programming support if needed. Remote assistance allows one user to obtain support as required under the support plus agreement. Active support hours must be available.
- 4.11. Authorised Software and Activation. You are authorised to use this software only if you are appropriately licensed, and the software has been properly activated with a genuine activation key or by other authorised methods. You will need to contact Access Flow Global or its affiliate to conduct activation to associate it with a certain device. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorised changes. If activation fails, the software will attempt to repair itself by replacing any tampered Access Flow Global software with genuine Access Flow Global software.

## **5. Copying the Licensed Product**

- 5.1. You may install and use one copy of the software on an authorised device. You may also store installation files and configuration files of the software on a storage device, such as a network server..
- 5.2. If you have bought multiple licences of the software, you may make the number of additional copies of the software as are authorised on the Licence schedule, and you may use each copy in the manner specified above.

## **6. Renewal payments**

- 6.1. At least four weeks before the expiry of the period for which you have paid, we shall send you a message to your last known email address of the authorised person to tell you that your licence is shortly to expire and to invite you to renew.
- 6.2. At any time before the expiry of your licence, you may contact Access Flow Global to access to request a new quote or cancel your Access Flow Global Support Plus renewal.

## 7. Security of your credit card

We take care to make Access Flow Global safe for you to use.

- 7.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

## 8. Third-Party Owners and additional restrictions

Some Products offered for Licence by Access Flow Global are owned by Third Party Owners and not by us. Where that is indicated, the following additional provisions apply:

- 8.1. the price of the licence includes a sum payable by us to the Third Party Owner;
- 8.2. you have no obligation to make payment to the Third Party Owner;
- 8.3. we are the agent of the Third Party Owner and accept all responsibilities and liability to you in connection with the Licensed Product;
- 8.4. you remain liable to the Third Party Owner, through us, for compliance with this agreement;
- 8.5. in any event, when you may be liable to the Third Party Owner for breach of this agreement, you will indemnify us for all cost and liability arising from our relationship with the Third Party Owner, our acting as his agent, or you're buying a Licensed Product owned by him.

## 9. Disclaimers and limitation of liability

- 9.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 9.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this subparagraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 9.3. We make no representation or warranty that the Licensed Product will be:
  - 9.3.1 useful to you;
  - 9.3.2 of satisfactory quality;
  - 9.3.3 fit for a particular purpose;
  - 9.3.4 data-secure;
  - 9.3.5 available or accessible, without interruption, or without error.
- 9.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Access Flow Global.
- 9.5. you agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Licensed Products concerned.
- 9.6. We shall not be liable to you for any loss or expense, which is:
  - 9.6.1 indirect or consequential loss; or
  - 9.6.2 economic loss or other loss of turnover, profits, business, or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 9.7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents, and affiliated companies as well as to us.
- 9.8. If you become aware of any breach of any term of this agreement by any person, please tell us by email on [info@accessflowglobal.com](mailto:info@accessflowglobal.com). We welcome your input but do not guarantee to agree with your judgement.

- 9.9. Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

## **10. US Government end users**

An Access Flow Global software product is a "commercial item" as that term is defined at 48 CFR 2.101. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4, all US Government end users buy a licence to use an Access Flow Global software product and any related documentation or service with only those rights set out in this licence.

Full a full product list, please refer to our website: <https://accessflowglobal.com/>

## **11. You indemnify us**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 11.1. your failure to comply with the law of any country;
- 11.2. your breach of this agreement;
- 11.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 11.4. a contractual claim or breach of the intellectual property rights of any person arising from your use of the Licensed Products

## **12. Copyright and other Intellectual Property**

- 12.1. You agree that at all times you will:
  - 12.1.1 not cause or permit anything which may damage or endanger our title to any Licensed Product or other Intellectual Property or the title of any other person whose work has been made available to us as a Licensed Product;
  - 12.1.2 notify us of any suspected infringement of the Intellectual Property.
- 12.2. If you use a Licensed Product in a way not allowed by this agreement, we may take legal action anywhere in the World. If the loss to us or any other person results from your wrongful action, you will be liable to pay.
- 12.3. If we terminate the licence on account of your breach, you agree that you will:
  - 12.3.1 immediately stop using the Licensed Product;
  - 12.3.2 destroy all copies of the Licensed Product in your possession or control;
  - 12.3.3 destroy any work of yours derived from a Licensed Product.
- 12.4. To assure us that you are using the Licensed Product in accordance with the terms of the licence, you agree that you will give us copies of your works and materials containing or using a Licensed Product. We will provide you with [14] days notice of this requirement. You also agree to provide access to relevant pages which have restricted access or are fire-walled.

## **13. Miscellaneous matters**

- 13.1. Our privacy policy is strong and precise. It complies fully with the current privacy law which is at <https://accessflowglobal.com/>
- 13.2. You undertake to provide to us your current land address, email address and telephone as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 13.3. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 13.4. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it

within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 13.5. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 13.6. Any obligation in this agreement intended to continue to have effect after termination shall so continue.
- 13.7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 13.8. When you visit Access Flow Global or send messages to us by email, you are communicating with us electronically. We communicate with you by email or by posting notices on Access Flow Global. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 13.9. Any communication to be served on either party by the other shall be delivered by hand or sent by express post or by email.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by email to the address from which the receiving party has last sent email:  
within 24 hours if no notice of non-receipt has been received by the sender.

- 13.10. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in the process of mediation before commencing arbitration or litigation.
- 13.11. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 13.12. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 13.13. The validity, construction and performance of this agreement shall be governed by the laws of the State of Victoria, and you agree that any dispute arising from it shall be litigated only in that State.

## **14. Updates**

- 14.1. The software can periodically check for system and app updates and downloads and install them for you. You may obtain updates only from Access Flow Global or authorised sources, and Access Flow Global may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

## **15. Warranty, Remedy and Damages**

- 15.1. Limited Warranty. Depending on how you obtained Access Flow Global software, Access Flow Global, or services or install, warrants that properly licensed software will perform substantially as described in any Access Flow Global materials that accompany the software. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond the reasonable control of Access Flow Global. The limited warranty starts when the first user acquires the software and lasts for one year if acquired from Access Flow Global.
- 15.2. Limited Remedy. If Access Flow Global, breaches its limited warranty, it will, at its election, either: (1) repair or replace the software at no charge, or (2) accept the return of the software (or at its election the device on which the software was preinstalled) for a refund of the amount paid, if any. These are your only remedies for breach of warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary from State to State or country to country.

- 15.3. Damages. Except for any repair, replacement, or refund that Access Flow Global, or security integrator, the installer may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory, recover any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement, or a refund does not fully compensate you for any losses, if Access Flow Global, or security integrator or installer, knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose.

**16. Termination**

- 16.1. Without prejudice to any other rights, Access Flow Global may terminate this EULA if you fail to follow our terms and conditions. In such event, you must cease using the product immediately and destroy all copies.