

ADLForms CLIENT LICENSE AGREEMENT, Terms & Conditions

1. INTERPRETATION AND DEFINITION

In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural and vice versa and words importing the masculine gender include all other genders and the following words shall bear the meanings set out hereunder - 'registered user' means a Client who or which has been accepted by the A.D.L. Software, in accordance with clause 2 of this Agreement, as a registered user.

'ADL' means A.D.L. Software.

'ADLForms' means the electronic forms program used to print forms and the service provided, including the separate program ADL*Inspect* and its associated service.

'Office' means a premises or site in one geographical location only.

The headings in this Agreement are for convenience of reference only and shall not affect the interpretation thereof.

This Agreement supersedes all prior negotiations, agreements and arrangements with respect to the subject matter contained in this Agreement.

Upon the Client's commencement of use, or continuation of use, of the ADLForms application the Client acknowledges their acceptance of the terms of this Agreement.

2. REGISTRATION AND DURATION

This Agreement will commence upon receipt by ADL, of the Application by the Client to be a registered user and will continue thereafter for the period agreed to and provided for by ADL in the Client's registration details. ADL shall record the Client as a registered user of ADLForms; supply the Client with Download & Installation Instructions, an ADLForms Registration Code for the Client's use of ADLForms and make available to the registered user any upgrades during the term of the Agreement. The Client shall be entitled to unlimited use of ADLForms for the duration of the Agreement, for the one Office for which the license is granted.

A Registration is for one Office only, and if the Client has more than one Office and produces forms for more than one Office, each Office must pay a separate Registration fee..

Cancellation during the term of this Agreement will be permitted where ADL is unable to successfully provide the ADLForms service.

3. LIMITATION OF LIABILITY

The Client acknowledges ADL provides forms for general real estate use and in so doing gives no warranty (express or implied) as to the suitability of forms for particular use. Before using the forms a thorough understanding is necessary and where appropriate, legal advice should be obtained and ADL shall not be liable for any actual, incidental, contingent, special or consequential damages or loss of profits or revenues arising directly or indirectly from or out of the incorrect or unsuitable use of ADLForms by the Client.

4. ADL SUPPORT

ADL support will be available from Monday to Friday (excluding Public Holiday's) between the hours of 9:00am and 5:00pm (Eastern Standard Time and Daylight Savings Eastern Standard Time). During these hours of operation the Client shall be entitled to contact the ADL support desk for support limited to the use of the ADLForms software which does not include data entry. The Client acknowledges that any issues arising outside these times will not be addressed until the ADL support desk is next attended.

In providing remote technical support in accordance with this License Agreement ADL and/or its technicians do not collect data from your computer unless by your express permission and then only where the data is required for ADL technicians to do in-house program debugging.

5. FORMS DATA

As the ADLForms software is a client-based service (not web-based) ADL does NOT and will NOT store or backup forms information nor copy or transfer such information without specific agreement between ADL and the Client.

It is the Client's responsibility to safeguard its own data and information in respect to ADLForms (ie. Client's saved forms and form definition files supplied by ADL). All Client files should be regularly backed up, in particular, files with extensions of .fm, .frm, .frit, .lst, .cbl, .pdf and all image files provided or generated by ADLForms. ADL will not be liable for any loss of information or computer/technical failure.

6. PROPERTY RIGHTS

The Client acknowledges that ADL is the absolute owner or the licensee of all property rights including intellectual property rights in the software and data comprising ADLForms. The Client agrees that they acquire no property rights in the software, data or information provided to them pursuant to this Agreement.

7. RESTRICTIONS ON USE

The Client agrees that ADLForms information & forms supplied to them pursuant to this Agreement shall be solely for the use of the Client in their business for the Office specified in their registration details and must be used in accordance with directions included in such information and forms, in accordance with all appropriate legislation.

8. PERSONAL INFORMATION

The Client agrees that ADL may maintain and use, in accordance with the A.D.L Privacy Policy, the Client's Personal Information, recorded on the Client's registration to assist ADL in providing its services to the Client.

The Client authorises ADL to collect & collate usage statistics in relation to any ADL product or service utilized under this Agreement, subject to the provisions of the *Privacy Act 1988*.

9. UPDATES

ADL will provide, in respect to this Agreement:

- (a) updates to forms as required, from time to time, via the internet
- (b) a full schedule of forms changes history available on the ADL website.

The Client should upgrade the *ADLForms* software as prompted by the *ADLForms* software program from time to time or as advised by ADL through any other means. All updates must be done via the internet. The Client will provide a current email address to enable ADL to advise of any relevant changes to their services.

The Client should seek their own professional advice and/or training in respect to the completion and use of the forms made available through the *ADLForms* software.

10. INDEMNITY

The Client agrees to indemnify and keep indemnified ADL from and against all actions, demands and proceedings whatsoever and howsoever arising which may be brought or made against ADL by any person who claims loss or damage, arising out of -

- (a) the Client's breach of this Agreement or any omission or failure to perform under the terms of this Agreement; or
- (b) the Client's failure to maintain regular upgrades provided and take into account forms changes as advised by *ADLForms* as such upgrades and changes become available.

The *ADLForms* suite of forms and contracts are prepared and reproduced by ADL Software using all reasonable care. ADL Software design or reproduce forms and contracts in electronic format and gives no warranty as to the suitability of these forms for use in the Client's business. Legal advice as to their force and effect should be obtained by the Client.

Documents produced, using *ADLForms*, are regularly updated by ADL Software. Hard copies of original documents printed by the Client should be retained for legal purposes.

11. VARIATION

During the term of this Agreement the Terms & Conditions may only be varied by agreement between the parties. Any renewal of this Agreement for a further registration term will be subject to the parties agreeing to the terms of the then current Client *ADLForms* License Agreement. Current Client *ADLForms* Licence Agreement terms and conditions will be published on the ADL website.

12. THIS AGREEMENT

The User Instructions or any other material provided from time to time by ADL to the Client in connection with *ADLForms* provided pursuant to this Agreement shall be read in conjunction with this Agreement, however the terms and conditions of this Agreement shall prevail in the event of any actual or implied inconsistency with, or ambiguity in, such Manual or other materials. In all other respects the parties hereto confirm that this Agreement comprises the totality of the agreement between the parties and no terms and conditions, warranties, representations or inducements - other than those implied or stated by law or stated in this Agreement - are applicable or are to be relied upon.

13. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable for any reason, this Agreement shall remain otherwise in full force and effect apart from such provision which shall be deemed deleted.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State or Region where *ADLForms* is being used.

15. WAIVER

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.