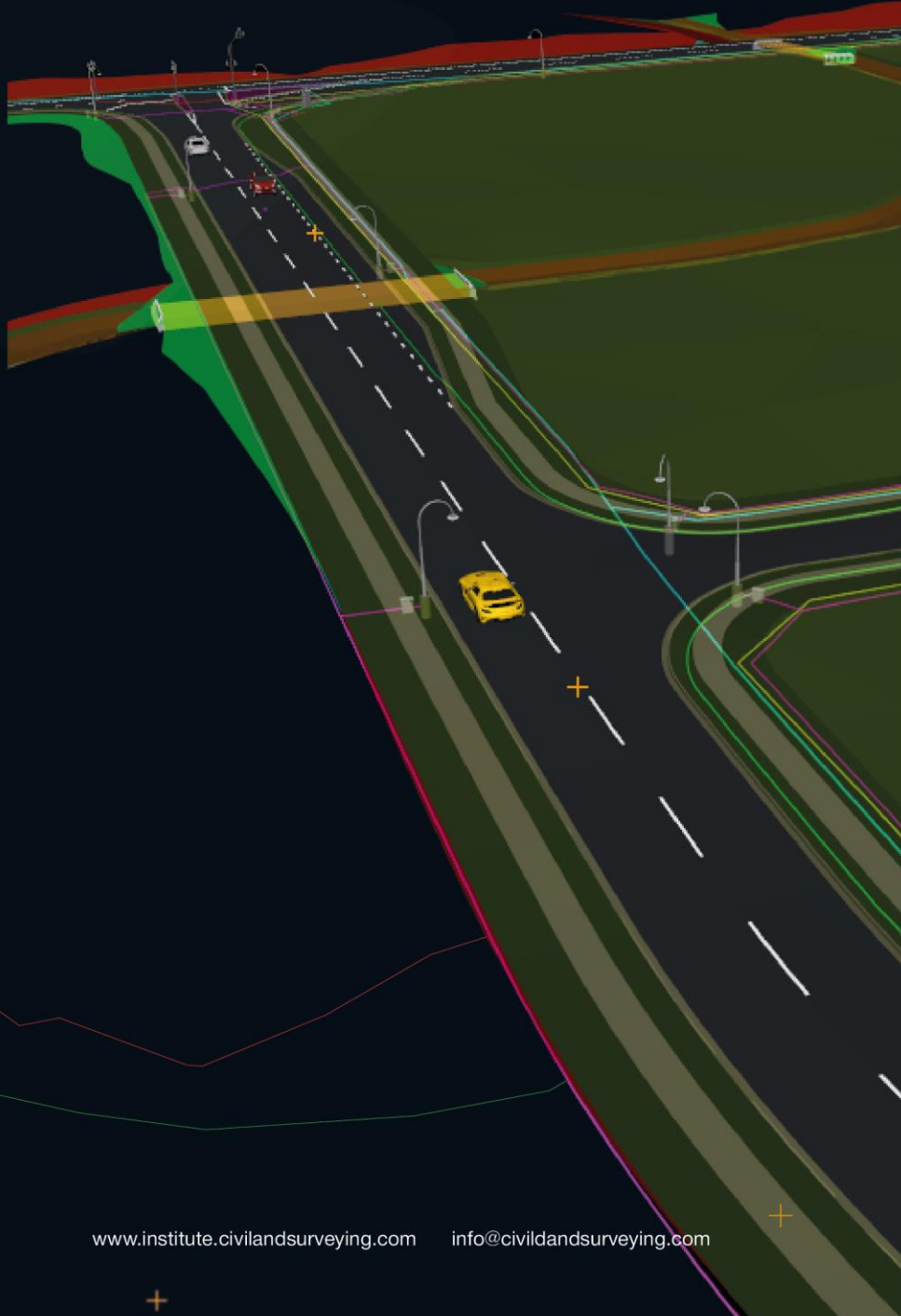


Licence and Loan Agreement for using 12d Model with SPOT

4 November 2022



This Agreement has been prepared by 12d Solutions Pty Ltd (ABN 43 101 351 991) to define the terms and conditions of the use of 12d Model Software and Loan Licences provided with the Self-Paced Online Training courses given by the Civil and Surveying Institute. It covers 12d Model 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 given by the Civil and Surveying Institute.

“**SPOT Software**” means the version of the Software for a Self-Paced Online Training course. 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 only use the supplied 12d Model Software and Licence for the purpose of carrying out the SPOT training course that you are enrolled in.

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.

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 **nodes.12dXXn** file is **CONFIDENTIAL** and is **NOT** to be distributed to another party without our written permission.

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.

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.

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.

The Software is the latest released version for the particular SPOT course being undertaken.

If you are using a Software Loan Cloud Licence, to ensure the continued access to the Software Loan Cloud Licences by all Authorised users, 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.

Information on **how to access** the Software Cloud licence is **CONFIDENTIAL** and is **NOT** to be distributed to another party without our written permission.

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@civilandsurveying.com