

Rubicon Water

Software Licence Terms and Conditions

This Software Licence Agreement of Rubicon Water (refer to clause 10 for Rubicon Water contracting entity) applies, unless otherwise agreed in writing, to the licensing of all Software by Rubicon Water.

Definitions

Designated Equipment means the equipment specified in the quotation.

Designated Purpose means collection, storage, and management of water resource information as defined in the Rubicon Documentation for use within the existing areas of responsibility of the Licensee.

Enterprise Licence means a licence where the amount of designated equipment licensed is unlimited.

Licence Fee means the licence fees for the software as specified in the quotation or Purchase Order.

Licensee means the entity listed in the Purchase Order or quotation, being granted a licence by Rubicon Water in the Software.

Purchase Order means a written authorisation from the Licensee to purchase products, software or services from Rubicon Water, and includes any written agreement to Rubicon Water's quotation.

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- (i) to use each item of the Software for which the Licensee has paid to Rubicon Water the Licence Fee subject to the conditions and limitations contained in this Agreement;
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2. Charges and Payments

(a) Licensee shall pay to Rubicon Water the Licence Fee and Installation Charges listed in the Schedule.

(b) All charges shall be due and payable within 30 days from the date of invoice.

- (c) Licensee shall pay all applicable (if any) value added taxes, sales taxes, user taxes and any other assessments in the nature of taxes however designated on the Software or its licence or use or resulting from this Agreement or on any amount payable or any services furnished under this Agreement.

3. Restrictions

- (a) For the duration of the Licence, the Licensee must only use the Software:
 - (i) for the Designated Purpose;
 - (ii) on the Designated Equipment; and
 - (iii) on the designated number of sites as purchased by the Licensee, which may be unlimited in the case of an Enterprise Licence.
- (b) The Software must not be copied except for backup purposes nor will the Licensee use or allow the use of the Software via or in connection with a bureau or outsourcing arrangement.
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- (b) If the Licence is an Enterprise Licence, the Software is licensed for the use of the original Licensee. If there is a change of control or ownership of the Licensee, the Licensee must notify Rubicon Water in writing and Rubicon Water may reassess the Licence arrangement.
- (c) An independent contractor (or any third party), for the purposes of this agreement shall be treated as an employee of the Licensee, provided that the independent contractor only uses the Software and the associated written materials as authorised by this Agreement an on the premises of the Licensee. An independent contractor (or any third party) shall not use the Software or associated written materials at a location other than the Licensee's premises without the express written consent of Rubicon Water.
- (d) If the Licensee has an Enterprise Licence, for the purposes of this clause, the Enterprise Licence will be transferred or assigned to a successor to the Licensee operating within the Enterprise Limitation. Any expansion of the business or operations of the Licensee beyond the Enterprise Limitation will require the payment of additional licence and maintenance fees.

5. Termination

- (a) This Licence Agreement shall continue until terminated pursuant to its terms.
- (b) In the event of termination by Rubicon Water arising from Licensee's default, Rubicon Water will notify the Licensee of the termination which will then become effective upon receipt of the notice by Licensee. Licensee shall promptly forward to Rubicon Water all copies of the Software and associated written materials upon receipt of the termination notice.
- (c) Rubicon Water may terminate this Agreement with immediate effect by giving notice to the Licensee if:
 - (i) the Licensee breaches any provision of this Agreement and fails to remedy the breach within 7 days after Rubicon Water's notice requiring it to do so;
 - (ii) if the Licensee breaches a material provision of this Agreement where that breach is not capable of remedy;
 - (iii) the Licensee ceases to be able to pay its debts as they become due;
 - (iv) the Licensee becomes subject to any form of insolvency or bankruptcy action that is not dismissed within 60 days; or
 - (v) any step is taken by a receiver or mortgagee to take possession or dispose of the whole or any part of the Licensee's assets.

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- (a) Rubicon Water warrants that at the time of installation, when properly used and installed, its unaltered Software will be free from reproducible defects that cause a material variance from published specifications. Rubicon Water does not warrant that Software operation will be uninterrupted or error-free, that each defect will be corrected, or the Software will meet Licensee's particular requirements. Rubicon Water does not warrant or make any representation regarding the use, or the results of the use of the Software or associated written materials in terms of correctness, accuracy, currentness or otherwise. The Licensee assumes all risks for any instruction code or derivative works prepared using the Software.
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- (d) The terms of this Section shall survive the termination of this Agreement.

10. Contracting Party, Governing Law and Jurisdiction

You are domiciled in	Rubicon Water Contracting Entity	Contracting Entity address is	Governing Law is	Applicable Currency is
Australia	Rubicon Systems Australia Pty Ltd, an Australian Company	Rubicon Water 1 Cato Street Hawthorn East VIC 3123 Australia	Victoria, Australia	Australian Dollars
New Zealand	Rubicon Systems New Zealand Limited	Rubicon Water 18 Kermod Street Ashburton 7700 New Zealand	New Zealand	New Zealand Dollars
The United States of America or Canada	Rubicon Systems America Inc, an American Company	Rubicon Water 1501 S. Lemay Avenue, Suite 101 Fort Collins, CO 80524 USA	State of Colorado, United States of America	US Dollars
The People's Republic of China	Rubicon Systems (Tianjin) Co. Ltd, a Chinese Company	Room 5-902-B No. 158 Xisan Road Tianjin Free Trade Zone (Airport Economic Area) The People's Republic of China	The People's Republic of China	Chinese Yuan
Europe excluding Spain	Rubicon Global Pty Ltd, an Australian Company	Rubicon Water 1 Cato Street Hawthorn East VIC 3123 Australia	United Kingdom	Australian Dollars
Spain	Rubicon Water, S.L.U., a Spanish Company	C/Melcior de Palau, 131/133 Oficina 4 (Bajos) Barcelona 08014 Spain	Spain	Euro
All countries not otherwise specified	Rubicon Global Pty Ltd, an Australian Company	Rubicon Water 1 Cato Street Hawthorn East VIC 3123 Australia	Victoria, Australia	Australian Dollars