



NHP Xpress Software - End User Licence Agreement (EULA)

IMPORTANT – READ CAREFULLY BEFORE INSTALLING THE SOFTWARE

This EULA is a legal agreement between the End User (hereinafter, also “**the User**”) and the Licensor, NHP Electrical Engineering Products Pty. Ltd. (hereinafter “**NHP**”). By installing and/or using this Software, the User accepts to be bound by all the terms and conditions of this EULA.

By using all or any portion of the Software, the User accepts all the terms and conditions of this EULA. Pressing the “I agree” button following opening of the “.exe” executive file necessary to install the Software and also any implementation, update or supplement are considered use of the Software.

Article 1 – GRANT OF LICENCE

- 1.1.** NHP grants the User, free of charge with regard to the NHP Xpress software package, the non-exclusive right to install, use, access, display, run or otherwise interact with this software program (hereinafter, also the “**Software**”), as appropriate, in accordance with the terms and conditions of this EULA. The User may install the Software on a single computer, workstation, terminal or other electronic-digital machine (“**Computer**”).
- 1.2.** This License does not grant the User any rights to obtain future enhancements, supplements or updates of the Software. However, if any enhancements, updates or supplements of the Software are obtained, the use of such enhancements, upgrades or updates shall be governed by this EULA and any amendments thereto unless such enhancements, updates or supplements are accompanied by other terms and conditions in which case such terms and conditions shall apply. It is expressly specified that, in the case in which NHP furnishes the User with enhancements, updates or supplements of the Software, it will notify the User of the methods and any additional costs for use of such enhancements, supplements or updates.

Article 2 - OWNERSHIP OF THE SOFTWARE

- 2.1.** The Software is available and can be downloaded free of charge directly from the NHP website www.nhp.com.au/more/NHPXpress and can be accessed clicking the link or at another internet address that NHP reserves the right to modify during the validity of the EULA.
- 2.2.** The minimum memory, hardware and compatibility requirements with the operating system of the Software are notified by NHP directly in its official documentation.

- 2.3. NHP shall retain ownership, all title to and copyright of the Software (including, for example purposes, images, videos, audio and the texts integrated in the Software), of source codes, of any copy of the Software and also of printed material accompanying the Software and any subsequent update thereof.
- 2.4. Except as otherwise expressly agreed in writing, NHP will not transfer any express or implicit right to and in the Software, to its patents, copyrights, to registered trademarks or any other intellectual property rights belonging thereto.

Article 3 - COPIES

- 3.1. The User may create one (1) copy of the Software for backup purposes. The backup copy shall include the copyright notice. Other copies are not permitted. The User shall not distribute copies of the Software or of accompanying material to third parties.
- 3.2. The User is required to preserve all copyright notices relating to copies of the Software, save as established in the case of advance termination of the EULA.

Article 4 – NO ASSIGNMENT AND OTHER RESTRICTIONS

- 4.1. The User shall not assign this EULA to third parties or sublicense the Software to third parties. Therefore, any User, whether end user or retailer, producer, IT consultant or, more generally, the installer of the Software at the end user or whoever promotes installation thereof on specific products, does not act and shall not act as sub-licensor as the contractual relationship is established directly between the User and NHP.
- 4.2. However, the User has the right to transfer the software from a Computer belonging thereto to another Computer belonging thereto. The User is forbidden to deploy the Software on Internet, Intranet or by means of other networks.
- 4.3. Following the transfer permitted as indicated above, the User shall in any case remove all copies of the Software from the Computer from which it has been transferred.
- 4.4. Except as otherwise provided herein, the User shall not assign, transfer, lease, rent, sell or in any way temporarily dispose of the Software or otherwise decode, decompile, reverse-engineer or disassemble the Software.
- 4.5. User shall not remove or modify NHP proprietary notices, serial numbers or various characteristics intended to identify the Software.

Article 5 - TERM

- 5.1. This EULA is valid for an indefinite period of time. Either party may withdraw therefrom at any time notifying the other party by registered letter with return receipt or by e-mail, to be sent with a prior notice of at least 30 (thirty) days prior to the effective date of withdrawal.
- 5.2. Throughout the term of this EULA, the User shall not demand and or obtain, free of charge or against payment, future enhancements, supplements or updates of the Software. If and when such enhancements, supplements or updates are made available, also collectively, through publication on its website, NHP reserves the right

to notify any withdrawal from this EULA and the consequent need for the User to obtain a new software licence covering the updated Software.

Article 6 – EXPRESS TERMINATION CLAUSE

- 6.1.** Without prejudice to any others rights of NHP hereunder, breach by the User of its obligations under articles 1.2, 3, 4, 5.2, 9, 11 of this EULA shall result in immediate termination of the EULA notified by registered letter with certified receipt indicating NHP's intention to enforce this express termination clause.
- 6.2.** NHP may also enforce this express termination clause in the case in which the User:
 - a) permits use of the Software by third parties in any manner and for any reason;
 - b) makes copies of the Software or of parts thereof without the prior written permission of NHP;
 - c) attempts to derive or exploits, in any form even if for other purposes, the source code of the Software.
- 6.3.** NHP shall be entitled to reimbursement of any damages incurred or which may be incurred due to default or cause of the User.
- 6.4.** In the case of advance termination of this EULA for any reason, also pursuant to article 5 above, the User shall not have any right to use the Software and shall therefore return to NHP any backup copy unless NHP invites the User to proceed – if requested by NHP in the presence of its assignee - to destroy all copies of printed material and of the Software, including any backup copies. The User shall return all and everything prescribed by this EULA at its expense within 5 (five) working days from termination thereof to NHP's offices and/or to the address indicated thereby.

Article 7 – LIMITED WARRANTY

- 7.1.** NHP warrants that any media on which the Software is distributed is free from defects in material and workmanship, in normal conditions of use and service, as described in the user manual that accompanies the Software, or in conditions otherwise prescribed by ordinary diligence, for a period of thirty (30) days from the date of purchase, determined starting from the day on which the User has accepted the terms and conditions of this EULA in the forms and in the manner established by the introductory warnings to this EULA. In the case of defects, NHP shall, at its discretion, be required only to replace the defective media.
- 7.2.** NHP warrants that any media on which the Software is distributed is free from defects in material and workmanship, in normal conditions of use and service, as described in the user manual that accompanies the Software, or in conditions otherwise prescribed by ordinary diligence, for a period of thirty (30) days from the date of purchase, determined starting from the day on which the User has accepted the terms and conditions of this EULA in the forms and in the manner established by the introductory warnings to this EULA. In the case of defects, NHP shall, at its discretion, be required only to replace the defective media.
- 7.3.** NHP makes no warranty that the Software will function without errors which may be caused, for example purposes only, by interaction and/or incompatibility of the Software with other software components and/or with the User's hardware, by the

ambient conditions of the places where the Software is used and/or by incomplete data and/or data loaded incorrectly by the User.

Article 8 – WARRANTY DISCLAIMER

- 8.1.** NHP represents that, save as established in the previous paragraph, the Software is furnished “as is”, without warranty, representation or guarantee of any kind, either expressed or implied, including any warranties of merchantability, non-infringement of third party rights or fitness for a particular purpose. NHP shall not be liable for any direct, indirect, consequential or incidental damages (including for example purposes, loss of profits, interruption of business or loss of information) deriving from use or the impossibility of using the software, even if NHP has been advised of the possibility of such damages.
- 8.2.** In no event shall NHP’s liability exceed the amount paid to purchase the Software where established according to the terms and conditions of this EULA.

Article 9 – EXPORT REGULATIONS

- 9.1.** The User undertakes not to export the Software or the documentation except, under its exclusive responsibility, in accordance with export laws and regulations applicable in Australia.

Article 10 – REPLACEMENT, MODIFICATION AND UPDATE OF THE SOFTWARE

- 10.1.** NHP reserves the right to replace, modify or update the Software at any time, offering a replacement product, a modified version of the Software or update thereof and also to establish a price for such replacement, modification or update. Any replacement modification and update of the Software shall be considered an integral part of the Software and, as such, shall be regulated by the terms and conditions of this EULA (unless the terms and conditions thereof have been replaced by the corresponding terms and conditions of a further contract attached to the replacement product, modified version or update to the Software). In the case in which NHP offers a replacement product, a modified version or an update to the Software, use of such replaced, modified and/or updated Software by the User is conditional on acceptance of such replacement product, modified version or update and of the attached contract, it being established that such replacement, modification and/or update shall be made on the basis of a licence agreement, any transfer of title to and in NHP’s intellectual property rights to the User being excluded.
- 10.2.** In the case of replacement or modification of the Software, use by the User of previous versions of the Software shall be considered terminated without the need for prior notice of withdrawal by NHP.

Article 11 – CONFIDENTIALITY

- 11.1.** The terms and conditions of this EULA and also all and any information indicated as confidential and furnished under the terms and conditions of this EULA and also any information contained in Software, are confidential and shall not be disclosed, orally or in writing, by the User to third parties, also after termination of this EULA for any reason, without NHP’s prior written consent.

- 11.2.** The User is required to ensure compliance with the contractual obligations established by this EULA and shall be held liable for the actions of third parties who, for any reason, have access to the Software licensed thereto, adopting for such purpose suitable preventive measures and informing all persons who have access to the Software of the obligations arising under this EULA.

Article 12 – GOVERNING LAW AND JURISDICTION

- 12.1.** This EULA shall be governed by the laws of the State of Victoria and the Commonwealth of Australia.
- 12.2.** All and any disputes arising in relation to the interpretation, performance, validity or termination of this EULA shall be deferred to the exclusive jurisdiction of the Courts of the State of Victoria.

Article 13 – PROCESSING OF PERSONAL DATA

- 13.1.** The processing of any personal data provided to NHP by the User shall be in accordance with NHP's Privacy Policy which is available on NHP's website www.nhp.com.au

Article 14 – MISCELLANEOUS

- 14.1.** This EULA constitutes the sole agreement between the Parties with regard to the subject thereof and supersedes all and any previous agreement, also oral, between the Parties.
- 14.2.** This EULA may be modified only with an instrument in writing.
- 14.3.** No delay or omission on the part of either party in exercising any right hereunder shall operate as a waiver of such right.
- 14.4.** For all and anything not regulated by this EULA the laws of the State of Victoria shall apply.