



## STAIRBIZ USER LICENCE AGREEMENT (ULA)

Agreement Version: V10 1st February 2023

[Note: This Agreement is for an end-user of STAIRBIZ, including individuals evaluating STAIRBIZ. If you are purchasing or have purchased STAIRBIZ there is also a separate STAIRBIZ Licence Owner Agreement (LOA).]

THIS AGREEMENT IS BETWEEN

STAIRBIZ SOFTWARE PTY LTD A.C.N. 002 028 766, incorporated in Australia, of Suite 3, 27 Gordon Street, Labrador, Australia ("we", "us", "our") of the first part

AND

THE USER OF THE STAIRBIZ SOFTWARE APPLICATION, ("you", "your") of the second part

### WHEREAS:-

- A. We own the rights for a computer software system (STAIRBIZ) for managing various aspects of the business of stair manufacturing.
- B. Agreement has been reached between the parties for us to supply STAIRBIZ to you in accordance with the terms of this Agreement.

### IT IS AGREED AS FOLLOWS:-

#### 1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:-

"Agreement Version"	means the date shown directly under the heading of this Agreement and used to indicate the version of the agreement.
"Cloud"	means one or more computer servers, located other than at the Licensed Site, from where the STAIRBIZ application and its databases are accessed.
"CNC driver"	means code written by us which converts STAIRBIZ instructions into CNC machine instructions.
"Computer"	means any device on which the STAIRBIZ application may operate.
"Current Price Schedule"	a document made available on request which shows our standard prices, at the time of writing, for licences, training, support, upgrades and related items and expenses.

"Evaluation"	means any temporary use of STAIRBIZ for the purposes of determining its suitability prior to purchase.
"Licence Owner"	means the person, persons or entity on whose authority the purchase of your instance of STAIRBIZ was made. Where there has been no purchase (i.e. for the purposes of Evaluation) it shall mean the person granted the licence for the Evaluation (you).
"Licence Period"	means the period from the date you first use STAIRBIZ until this Agreement is terminated in accordance with this Agreement.
"Licence"	means the end-user licence to operate an instance of STAIRBIZ under this Agreement.
"Licensed Site"	means the address referred to in Clause 6 (Licensed Site) of this Agreement.
"Parent Software Agreement"	means the software agreement current between us and the owner of the license you are using (the License Owner). It is not relevant to Evaluation.
"Password"	means a password specific to a single license to enable a User to operate STAIRBIZ under that license.
"STAIRBIZ"	means the computer software and associated documentation referred to in Recital A above (STAIRBIZ).
"User"	means any person using your STAIRBIZ licence(s).
"V10"	means STAIRBIZ Program Version 10.

## 2. DESCRIPTION OF STAIRBIZ

- 2.1. You acknowledge that STAIRBIZ (V10 and above) is a Cloud software application with Cloud storage of your data.
- 2.2. We agree to use 3rd-party providers of enterprise-level Cloud services who are generally recognised as being among the industry leaders (currently Microsoft Azure Cloud Services).
- 2.3. You agree that we may store relevant information about you and your projects on these third-party servers, and that your use of STAIRBIZ requires this.
- 2.4. We agree to use industry best-practice in our storage, transfer and use of this data, including the encryption of all data held in our Cloud databases.

## 3. THE LICENCE OWNER

- 3.1. You shall use STAIRBIZ only under the direction and control of the Licence Owner.

- 3.2. We maintain the right to remotely turn off the use of a STAIRBIZ licence where we reasonably deem it likely that such licence is no longer under the direct control of the Licence Owner.

#### 4. THE LICENCE USER (You)

- 4.1. You agree that STAIRBIZ shall only be used on computers owned by the Licence Owner (i.e. they shall not be used on computers otherwise owned by staff, contractors or third parties), unless otherwise agreed by the parties in writing.
- 4.2. You warrant that you are knowledgeable and experienced in the stair manufacturing processes for which you are using STAIRBIZ, that you are using STAIRBIZ for the sole purpose of expediting these processes, and that you do not rely on STAIRBIZ to provide expertise in these processes, such that you can adequately satisfy yourself that output from StairBiz is accurate and appropriate

#### 5. PARENT SOFTWARE AGREEMENT

- 5.1. Other than for Evaluation, the Licence Owner is party to a software agreement (the Parent Software Agreement) with us. Where a reference to that Parent Software Agreement is made in this ULA, you agree to reasonably acquaint yourself with the relevant information by consulting with the Licence Owner.

#### 6. LICENCE

- 6.1. By issuing you with passwords for the operation of STAIRBIZ we agree to be bound by the terms of this Agreement.
- 6.2. By using STAIRBIZ you agree that you have read and understood the terms of this Agreement and agree to be bound by them.
- 6.3. If you do not agree to any part of the terms of this Agreement DO NOT USE STAIRBIZ and contact us immediately to discuss your options. Otherwise, we hereby license you to use STAIRBIZ throughout the Licence Period provided that you comply with all of your obligations under this Agreement.

#### 7. LICENSED SITE

- 7.1. For Evaluation, the Licensed Site is your permanent office or home address, otherwise it is the address prescribed in the Parent Software Agreement.
- 7.2. For Evaluation, STAIRBIZ may not be used to process actual work, otherwise STAIRBIZ may only be used to process work which is substantially undertaken at the Licensed Site, and may only be used where your usual place of work is the Licensed Site.
- 7.3. You shall not use STAIRBIZ to process work on behalf of third parties without our prior written consent.

8. THE LICENCE PERIOD

- 8.1. For Evaluation, the Licence Period is at our discretion, otherwise the following shall apply:
- 8.2. The Licence Period is prescribed in the Parent Software Agreement. You shall not use STAIRBIZ beyond termination of the Licence Period, or beyond a shorter period as directed by the Licence Owner

9. SUPPORT

- 9.1. For Evaluation, support is at our discretion, otherwise is it as follows:
- 9.2. Email, phone, on-line and in-person support requests are chargeable according to the Current Price Schedule. Such support rates shall apply except where specifically excluded below. Such support rates shall not exceed typical industry standards.
- 9.3. There is no charge for bug (malfunction) notifications.
- 9.4. We shall not be obliged to support issues relating to hardware, operating systems, or other software (including internet browsers) which may be interfering with the normal functioning of STAIRBIZ.
- 9.5. We shall not be obliged to support issues relating to other than the most recently available documentation.
- 9.6. We shall not be obliged to support an issue where direct remote access to the relevant computer and/or our ability to install necessary components on the relevant computer is impeded during the time when our support is available.
- 9.7. If more than one person in your organisation uses STAIRBIZ, you agree to the following protocol: All such difficulties are reported to a key operator, being the single person at the Licensed Site, designated by the Licence Owner, who is adequately trained and most fluent in the operation of STAIRBIZ. Where the key operator is able to resolve such difficulties, he or she shall do so. If the key operator is not able to resolve any such difficulties, he or she shall communicate such difficulties to us.
- 9.8. Support shall be via email where this is not unreasonably inefficient with regard to the nature of the assistance required.
- 9.9. For each support issue you should send the initial support email only to support@stair.biz. Where you send a support request to multiple email addresses such that multiple support staff act on that email, you shall be charged for multiple support requests.
- 9.10. Support shall not include traveling to the Licensed Site, unless otherwise agreed in writing between the parties.
- 9.11. Migration, creation and/or editing of any of the following within STAIRBIZ is a chargeable support or installation item; Custom Sheets, custom 3D component profiles and textures, CNC drivers, CNC Cut Templates.

10. LIMIT OF LIABILITY AND INDEMNITY

- 10.1. STAIRBIZ is a changing and evolving program. In the interests of our clients we release updates including bug fixes and new and enhanced features on a regular basis. You accept that it is not realistic for us to thoroughly test all combinations of options and features that may be used by each of our clients, and that despite our reasonable efforts bugs and malfunctions may be present in the software or introduced in updates.
- 10.2. You agree to check all output prior to quotation and manufacture and to satisfy yourself that such output is accurate and appropriate.
- 10.3. In cases where our support or training staff assist you with your use of StairBiz, in every case it is in a trainer/trainee capacity, where we train you in the use of our software. We do not, in any case, design your stairs for you. We assume, in all cases, that you are the designer of the stair and that you take full responsibility for such design and implementation, unless otherwise specifically agreed in writing. No ad hoc conversation during a support or training session shall override this provision.
- 10.4. Albeit that STAIRBIZ provides some limited guidance as to an output stair's compliance with some building regulations (as input by the User during setup), you agree to familiarise yourself with all relevant building regulations pertaining to the work you are doing in STAIRBIZ, to check that all output is in accordance with them, and not to rely on STAIRBIZ in this regard. You agree that we shall not be held responsible in this regard.
- 10.5. In particular, you agree to check all CNC output prior to running it on a machine or, at minimum and where appropriate, to test it on a machine in a manner that shall exclude the risk of damage to the machine and work-pieces and injury to workers, and to satisfy yourself that such output is appropriate and safe. You accept that whereas this is necessary in all cases, it is particularly necessary in cases where your CNC configuration is new, where your CNC configuration has been changed, or where you have received a software update which, despite our reasonable efforts, may have introduced a bug.
- 10.6. We expressly disclaim any warranty for STAIRBIZ other than any such warranty which may be implied by law and cannot be legally excluded. STAIRBIZ and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of STAIRBIZ remains with you. To the maximum extent permitted by applicable law, in no event shall we or our agents or representatives be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, damage to machines, theft or loss of data or records of any kind, or any other pecuniary loss) arising out of the use of or inability to use STAIRBIZ or the provision of or failure to provide support services, even if we or any of our agents or representatives have been advised of the possibility of such damages.
- 10.7. Notwithstanding the previous paragraph, our liability for any loss suffered by you under this Agreement shall be limited to rectifying any defect in STAIRBIZ, and we shall have no obligation to remedy defects in STAIRBIZ resulting from any of the following: Failure by you to operate STAIRBIZ in accordance with the most recently available documentation; use of operating system software, internet browser or any other software which is incompatible with the most

recent version of STAIRBIZ; use of computer hardware unsuitable for use with the most recent version of STAIRBIZ.

11. OWNERSHIP

- 11.1. We retain all ownership of STAIRBIZ whether in its original form or as amended by us during the term of this Agreement.
- 11.2. All intellectual property rights in the software are retained by us. Nothing in this Agreement affects the ownership of moral rights in the software.
- 11.3. We retain all ownership of STAIRBIZ CNC drivers whether in their original form or as modified to suit your operation.

12. WARRANTIES

We do not warrant that:

- 12.1. STAIRBIZ is error free;
- 12.2. The use of STAIRBIZ shall be uninterrupted;
- 12.3. STAIRBIZ shall meet your requirements.

13. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 13.1. You shall promptly report to us in writing any infringement of the industrial or intellectual property rights of STAIRBIZ and/or any documentation relating to STAIRBIZ, of which you become aware.

14. REVERSE ENGINEERING

- 14.1. You shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of STAIRBIZ.

15. EXERCISING OUR RIGHTS

- 15.1. Our failure to exercise our rights under this Agreement will not be construed as a waiver of the future performance of any of our rights, and your obligations with respect to such future performance shall continue in full force and effect.

16. INTERPRETATION

- 16.1. In the event that any of the terms of this Agreement are unenforceable, then the other terms of this Agreement shall remain in full force and effect.