

Terms of Business / Allplan

Rossi Concepts / ABN 14 640 052 319 / January 2020

These Terms of Business are between Rossi Concepts and its Client for each time Rossi Concepts provides the solution Allplan to a Client (You).

1. Software Licence

Rossi Concepts has been provided with a licence by Allplan Deutschland GmbH, to distribute the software solution Allplan (Software) in Australia and also to provide services in relation to Allplan. The terms for granted Allplan Licences are set out in an EULA (End User Licence Agreement) by the supplier direct and are made available on the Allplan website www.allplan.com or when you download the Allplan Software. The EULA is applicable to all Allplan items set out in Your attached quotation. Where the EULA and this terms are inconsistent, this agreement will prevail. Allplan Deutschland GmbH is entitled to all the rights attached to the Allplan licensor (where appropriate) or similar under the EULA. Subject to this terms and conditions and conditions of EULA (End User Licence Agreement), is that the Allplan Deutschland GmbH grants You a limited, non sublicensable, non exclusive, non transferable right to use the Software in the manner and for the purpose described. The Documentation shall include, but not be limited to, any printed materials or electronic data provided by or obtained by Allplan Deutschland GmbH with regard to the software solution Allplan.

2. Software Service Agreement (SSA)

Rossi Concepts provides a Allplan Software Service Agreement for perpetual licences, which includes Support (Phone & Online), Upgrades. Die SSA is available for existing and new customers. New Line-Up packages and latest Allplan version are mandatory. The SSA fee is invoiced once a year, for 12 months in advance with Auto-Renewal. The termination must be done min. 3 month before end of actually invoiced SSA period. Specific terms apply for START Up Offers: The min. duration is here 24 months – after 24 months the regular SSA amount will be charged. Rossi Concepts is not liable to You for any loss or damages caused by a breach of the Software Service Agreement, for delayed Services.

3. Subscription based Licencing

The duration of Subscription periods is 1, 2 or 3 years, with Auto Renewal to the next 1, 2 or 3 years until Subscription will be terminated. The Subscription is invoiced once for 1,2 or 3 years in advance. Subscription fees containing also Update and Upgrade to the newest version of Allplan during the entire subscription period. Specific terms apply for START Up Offers: Max 3 years in total possible, extension has to be ordered for each of the 3 years, 2 months before end of the current period. After the 3 years the regular subscription fee will apply.

3. Rental Licences

Minimal duration of the rental period are 3 months – maximum duration 12 months. The total amount of the chosen term will be invoiced in once upfront.

4. Ownership Rights

All rights, title and interest in and to all copyrights, patents, trade secret rights, trademarks and other intellectual property rights in and to Allplan, are owned by Allplan Deutschland GmbH.

5. Restrictions

You may not rent, lease, sublicense, loan or resell Allplan to third parties. You may not permit any third parties to benefit from the use of Allplan. You may not duplicate or copy any portion of Allplan, unless otherwise set forth herein. All rights not expressly set forth hereunder are reserved by Allplan Deutschland GmbH.

6. Rossi Concepts – Reseller

Rossi Concepts is an authorized reseller for Allplan in Australia. As such Rossi Concepts is no affiliated with Allplan in any capacity other than as distributor, installer or consultant of Allplan products and has no authority to modify any Allplan licence or warranty.

7. Refund and Replacement Policy

In accordance with the Australian Consumer Law, where the Software purchased has a major failure, You are entitled to a replacement, refund, repair or compensation for the drop in value if a major failure occurs. Major failures are described in the Australian Consumer Law. Neither Rossi Concepts nor Allplan Deutschland GmbH is required to provide a refund if You simply change your mind.

8. Invoice & Payment

After Rossi Concepts has received the signed proposal an invoice is sent. The payment is due immediately or otherwise if stated in the invoice. Delivery of services or software will take part once Rossi Concepts has received payment or in urgent cases remittance of bank transfer has been provided as proof of payment. In the event that you have a monthly payment and you fail to pay the amount as and when due, Rossi Concepts reserves the right to charge interest on any outstanding amount at the rate of 0.05% per day.

9. Disclaimer

To the maximum extent permitted by applicable law, and except for the Limited Warranty set forth herein, Allplan is provided on an "As Is" Basis, without warranty of any kind, express or implied, whether by statute, common law, usage, industry custom, or otherwise as to any matter, including but not limited to performance, non infringement of third party rights integration, conditions of merchantability, title, quiet enjoyment, quiet possession, security, quality or workmanship, fitness for a particular purpose, or a lack based on viruses.

10. Limitation of Liability

Under no circumstances and under no legal theory, whether in tort, contract or otherwise shall Allplan Deutschland GmbH or its authorized reseller Rossi Concepts be liable to you or to any other person or entity for any direct or indirect damages of any character whatsoever, arising out of or in any way related to the use of Allplan. Rossi Concepts **does not give** any representations or warranties in relation to

- the software Allplan or the services of Allplan Deutschland GmbH
- that the software Allplan will be completely uninterrupted
- that the software Allplan will be error free
- that the cloud based internet tools of Allplan will be 100% secure

11. This Agreement sets forth all right for the user of Allplan and is the entire agreement between the parties. This Agreement supersedes any other communication with respect to Allplan. You acknowledge and confirm to Rossi Concepts that at the time of entering into this agreement, You are not relying on any representation made by Rossi Concepts or any of its officers, employees, contractors that has not been stated in this agreement, EULA or the marketing materials provided or as is required by the Australian Consumer Law.

12. General

This Agreement shall be governed by the laws of that State or Territory in which the Business is performed. The Parties submit to the non exclusive jurisdiction of the courts of such State or Territory. No variation of this agreement will be binding on the parties unless in writing and signed by both parties.