

eWater Customer Licence Agreement

Effective from May 01, 2018.

This agreement supersedes all previous versions of eWater Software licence agreements.

- A. This eWater Customer Licence Agreement (**Licence**) is a legal agreement between you (**End User**) and eWater Limited (ACN 115 422 903) of Building 22, The University of Canberra, Canberra, Australian Capital Territory 2601, Australia (**eWater**) (**Licensor**). If you are agreeing to this Licence not as an individual but on behalf of a company, government body or other organisation (**Entity**) then “End User” means the Entity, and you are binding the Entity to this Licence and you agree that you have the authority to do so.
- B. eWater may modify this Licence from time to time in accordance with paragraph 30(c).

By clicking on the “I accept” (or similar button) that is presented to you at the time of your download or install of the Software, or by using or accessing the Software, you agree to be bound by the terms of this Licence.

If you do not agree to all of the terms of this Licence, you must click the “I do not accept” button and cancel the installation or downloading and must not install, use or access, or allow any User to install, use or access, the Software.

Capitalised terms are defined in paragraph 29.

1. **Scope of the Licence.** This Licence governs the End User’s installation and ongoing use of the **Software**, available for download from:

<https://www.ewater.org.au>

<https://toolkit.ewater.org.au>

- a. Each person who uses the Software under the authority or control of the End User is referred to as a User, and the End User agrees that each User has accepted and agrees to comply with the terms of this Licence.
- b. If the Software is installed or downloaded by an administrator, by clicking on the “I ACCEPT” button displayed on the relevant server, the administrator is deemed to accept the terms and conditions of this Licence for and on behalf of the End User and each User in respect of whom the administrator installs the Software or permits access to the Software.
2. **Grant of Licence.**
- (a) Subject to paragraph 20, paragraph 21, and the terms of this Licence, on receipt of the applicable licence fee from the End User, the Licensor grants to the End User a personal, non-exclusive, non-transferable licence (without the right to sub-license) to use the Software purchased, or the Product downloaded, by the End User.
- (b) The Licence is limited to the number of concurrent Users set out in End User’s Order or, if no number is specified in the Order, to one User.
- (c) In the case of the Software:
- (i) the Licence is for single users only. All Users of the Product, including employees, consultants and any other person who uses the Product on an End User’s behalf, must obtain their own Licence by Registering; and

- (ii) the number of concurrent Users is limited to one.
 - (d) This Licence does not grant any rights to or in the source code of the Software to the End User or to Users.
 - (e) eWater reserves the absolute discretion to refuse to license any eWater Software to any person without giving reasons.
3. NOT USED
4. **What does the Software include?** The Software includes:
- (a) the executable version, as applicable, and current as at the date of commencement of this Licence;
 - (b) any patches and minor modifications, enhancements, improvements and revisions of Software, not being new versions of the Software which alter its functional characteristics, made available by the Licensor at its discretion from time to time (**Upgrades**);
 - (c) if applicable, the unique code provided by the Licensor to the End User using its Licence Management System (**LMS**) which enables activation of the Software on a particular computer (**Soft Lock Key**);
 - (d) if applicable, the security device provided by the Licensor which must be connected by the End User to the End User's computer equipment in order to operate the Software, where the Software is not supplied with a Soft Lock Key (**Hard Lock Key**); and
 - (e) any technical, operating and user manuals, including the User Guide and QuickStart Guide, and any Product documentation downloaded from the eWater Toolkit Website (**Documentation**).
5. **Acceptance of Upgrades.** The End User agrees that:
- (a) acceptance of any modifications to the terms of this Licence made by the Licensor from time to time will be a pre-condition for installation and use of any Upgrades;
 - (b) where the End User installs the version of the Software covered by this Licence, and also continues to use an earlier version of the Software (**Older Software**), the End User acknowledges and agrees that use of both the Software and the Older Software will be governed by this Licence, and the version of the Licence that was applicable to the Older Software will no longer apply; and
 - (c) this Licence does not automatically entitle the End User to any Upgrades, and access to and use of any Upgrade may be subject to payment of an additional licence fee.
6. **Fees.** All fees paid by the End User to the Licensor under this Licence are, to the maximum extent permitted by law, non-refundable. Any payments made under this Licence are exclusive of goods and services, value added or similar taxes. Where the End User is required by law to pay such taxes, the total amount payable to the Licensor will be increased by the additional amount of any applicable tax.
7. **Delivery and risk.** The Software will be made available to the End User for download from the Licensor's nominated website. Risk of loss or damage to the Software, Soft Lock Key or Hard Lock Key passes to the End User on delivery.
8. **Activation.**

(a) **For all eWater Software** the End User must activate the Software, and may only access the Software, using either a Soft Lock Key or Hard Lock Key. The Licensor will replace a lost or damaged Hard Lock Key upon request of the End User, receipt of payment of the replacement fee which is capped at [80%] of the Licence fee. and reasonable evidence to support the fact that the claim of loss or damage is genuine. The End User acknowledges that any Hard Lock Key remain the property of the Licensor at all times.

(b) **For all Software.**

The End User:

- (i) must activate the Software when run for the first time according to the instructions provided through the software user interface; and
- (ii) agrees that the Licensor may collect and retain all Registration data (including personal information) for record keeping and the further development of its products and services; and
- (iii) agrees to the Licensor's privacy statement and privacy policy available at <https://ewater.org.au/news/privacy-policy>.

9. **Protection and security.** The End User agrees to use reasonable endeavours to safeguard the Software, Soft Lock Key or Hard Lock Key to ensure that no unauthorised person has access to them and that there is no unauthorised copying or distribution of the Software or distribution of the Soft Lock Key or Hard Lock Key.

10. **Not Used.**

11. **Not Used.**

12. **End User responsibilities.** The End User agrees that:

- (a) before downloading, installing or using the Software, it will accurately and fully Register;
- (b) it is solely responsible for obtaining, installing, operating and maintaining all hardware, other equipment and third party software required for use of the Software. All computer functionality, operating system, network services, hardware maintenance and daily data backup are the responsibility of End User;
- (c) the Licensor is not responsible for data loss arising as a result of use of the Software or interaction of the Software with any third party software;
- (d) it has:
 - (i) read the Documentation;
 - (ii) determined that the Software is suitable for its needs and intended use; and
 - (iii) determined that it has, or will acquire, the required level of expertise to use the Software; and
- (e) where the Software contributes to or informs any published article, paper, section or chapter, conference paper or other publication including electronic publication, the End User must acknowledge eWater and the Software used in the publication. The following citation must be used in relation to any Software output included in the publication:

© eWater – (Product name – e.g., MUSIC) (year of publication – e.g., 2017)

13. **End User restrictions.**

Except to the extent expressly permitted by the *Copyright Act 1968* (Cth) or other applicable law, the End User agrees:

- (a) not to use the Software or any part or output of the Software to provide:
 - (i) outsourcing;
 - (ii) terminal services;
 - (iii) computer bureau services; or
 - (iv) training services other than as reasonably required to enable use of the Software within its Entity;
- (b) not to copy, modify, translate, adapt or distribute the Software or communicate the Software to the public;
- (c) not to rent, lease, resell, timeshare, sublicense or lend the Software;
- (d) not to reverse engineer, reverse assemble, disassemble, reverse compile or imitate the Software or otherwise attempt to access, copy, display or extract the source code of the Software or create derivative works based on the Software;
- (e) not to remove any copyright or other proprietary protection legends or notices from the Software and to protect the confidential and proprietary information contained in the Software from being disclosed to any unauthorised person;
- (f) not to combine the Software with other software;
- (g) not to claim ownership of the Software in any way;
- (h) where the End User does not have a written agreement in place with the Licensor, that it will not accept models or reports from other end users of the software, where those models or reports are based on the parameters of a third party customer of the Software;
- (i) to not submit models or reports, based on the parameters of a third party customer of the Software to an end user who does not also have a licence with the Licensor; and
- (j) not to use or copy the Software except as expressly provided in this Licence.

14. **Copies.** Except as expressly permitted by law or this paragraph, End Users may only copy the Software with the Licensor's prior written consent. Any copy of the Software must clearly show all titles, trade marks, copyright notices, legends, and other proprietary markings without modification.

15. **Monitoring.** End User consents to the Licensor monitoring and keeping records of End User's use of the Software, through its LMS.

16. **Support.**

- (a) Subject to End User having paid the annual support fees in advance for each concurrent User, the Licensor will:
 - (i) provide Upgrades for the Software via the LMS, or require End User to download such upgrades from a nominated website; and

- (ii) provide technical support services to End User relating to installation of the Software and use of the Software.
- (b) The Licensor may provide general assistance at its discretion in respect of queries relating to technical data used in the Software (including hydrological data and parameterisation). Technical support does not include modelling assistance and/or consultancy services. The End User agrees, on request of the Licensor, to promptly provide any information available to assist the Licensor in identifying a technical error (such as any error diagnostic messages).
- (c) The technical support services will be provided via a "Help Desk" with a contact point to be reached by e-mail from 9.00 am to 5.00 pm in the ACT (Australian Capital Territory) excluding:
 - (i) Saturdays, Sundays and any public holidays in the ACT; and
 - (ii) the 24th day of December until the Monday of the second week of January in the subsequent calendar year;
- (c) Support outside of the times in paragraph 16(c) is not available unless agreed in writing and may be subject to the payment of additional fees.

17. Exclusions.

- (a) The Licensor's technical support services do not include the rectification of errors, defects or problems caused or contributed to by:
 - (i) default or negligence of the End User;
 - (ii) improper or unauthorised use of the Software;
 - (iii) any modifications or alterations of the Software other than as approved by the Licensor;
 - (iv) causes external to the Software such as, but not limited to, power failure, electric power surges or a force majeure event;
 - (v) any failure by the End User to download and install Upgrades supplied by the Licensor, including by being made available on the Licensor's nominated website;
 - (vi) any failure by the End User to comply with the Documentation;
 - (vii) any failure by the End User to comply with any reasonable guidelines or instructions provided by the Licensor;
 - (viii) any fault, defect, omission or error in any data, software or equipment not supplied by the Licensor;
 - (ix) any failure arising out of any network (including the internet) or communications; or
 - (x) use of the Software with any software or equipment not approved or recommended by the Licensor, or in a manner or for a purpose in breach of this Licence or not reasonably contemplated by this Licence.
- (b) The Licensor reserves the right to charge the End User additional fees (at its then current rates) for the rectification of any errors, defects or problems caused or contributed to by any of the reasons listed in paragraph 17(a) above.

18. **Ownership.**

- (a) The End User acknowledges and agrees that all intellectual property in and to the Software (including copyright in all drawings, designs and specifications relating to the Software, algorithms, scientific or technical data and models forming the part of the Software) and any confidential information relating to the Software remains the property of the Licensor or its licensors, and that the End User acquires no right, title or interest in or to that intellectual property by virtue of this Licence other than as expressly stated in this Licence.
- (b) The End User must not take any action, and must not assist any person to take any action, that may jeopardise, limit, challenge or interfere with the Licensor's or its licensors' ownership of or rights in the Software.
- (c) The parties acknowledge that all intellectual property rights in relation to any development, modification, adaptation or improvement of the Software made or acquired by the End User during the Term (**Improvements**) will, to the extent permitted by law, vest in and are hereby assigned to the Licensor. The Licensor grants to the End User a licence to use any Improvements on the terms of this Licence. Where title to Improvements is not permitted by law to vest in the Licensor, the End User grants to the Licensor a perpetual, irrevocable, transferable, royalty-free, worldwide licence (including the right to sublicense) to use, modify and exploit the Improvements for any purpose.
- (d) If any person alleges, or if the Licensor believes, that the use of the Software may infringe the intellectual property rights of any person, the Licensor may suspend End User's licence to use the Software until the Licensor has made any alterations required to make the Software non-infringing. If Licensor determines, in its absolute discretion, that such alterations cannot be made, Licensor reserves the right to terminate this Licence.
- (e) The End User acknowledges and agrees that the Software contains trade marks of the Licensor. Other than as expressly permitted or required under this Licence, End Users and their Users must not:
 - (i) use any of the Licensor's trade marks without the Licensor's prior written approval; and
 - (ii) claim or suggest any sponsorship, endorsement, approval, affiliation or any other association with eWater Ltd by virtue of this Licence.

19. **Confidentiality.** The End User must treat all information concerning the Software and Documentation as confidential and proprietary information of the Licensor (other than information that is lawfully in the public domain or lawfully in the possession of the End User at the time of disclosure). The End User may not reproduce, use or disclose that information to any person without the Licensor's prior written consent, other than to those of the End User's employees who must have such information for the performance of their duties.

20. **Termination by End User.** The End User may terminate this Licence at any time by giving written notice to the Licensor and complying with the conditions of paragraph 22 (Consequences of termination).

21. **Termination by Licensor.**

- (a) In addition to any other rights available to the Licensor under this Licence, the Licensor may terminate this Licence on written notice to the End User if:

- (i) at any time the right of the Licensor to provide access to any sub-licensors of any part of the Software is terminated, noting in this specific case that the Licensor will make every effort to replace the sub-license components or provide a workaround; or
- (ii) the End User:
 - (A) fails to pay fees which are due and payable related to ongoing access to the specific version of the Licence;
 - (B) fails to comply with any term or condition of this Licence; or
- (b) The Licensor may also terminate this Licence in any of the circumstances in paragraph 21(a)(i)-(ii) in relation to the Software by activating an electronic timing or lock mechanism.

22. Consequence of termination.

- (a) Upon termination or expiry of this Licence for any reason, the End User must:
 - (i) immediately pay any outstanding amounts owed to the Licensor under this Licence;
 - (ii) cease using the Software;
 - (iii) cease all use or exploitation of any intellectual property or confidential information of the Licensor or its licensors relating to the Software;
 - (iv) deliver up to the Licensor or destroy (at the Licensor's option) all copies of the Software and Documentation that are in the possession or control of the End User; and
 - (v) return all Hard Lock Keys to the Licensor.
- (b) Termination of this Licence does not affect any accrued rights or remedies of a party.

23. Survival. The following paragraphs survive the termination or expiry of this Licence:

- (a) paragraph 18 (Ownership);
- (b) paragraph 19 (Confidentiality);
- (c) paragraph 22 (Consequences of termination);
- (d) paragraph 23 (Survival);
- (e) paragraph 24 (Technical limitations and disclaimer);
- (f) paragraph 25 (Limited warranty and liability);
- (g) paragraph 26 (Indemnity);
- (h) paragraph 29 (Interpretation);
- (i) paragraph 30 (General); and
- (j) any other paragraphs necessary to give effect to the any of paragraphs 23(a) to (i) above.

24. **Technical limitations and disclaimer.**

- (a) The Software includes conceptual design tools and should be used by the End User only as an aid to decision-making. The Software does not incorporate all aspects of stormwater management or hydrological modelling that decision-makers must consider. The Software does not contain the algorithms necessary for detailed sizing of structural stormwater quantity and/or quality facilities. Factors other than stormwater quality (such as land and soil characteristics, ecological requirements of receiving waters, amenity, passive recreation, and landscape design) also influence sustainable urban drainage design. Hydraulic analysis for stormwater drainage, indicators of ecosystem health, and the integration of urban stormwater management facilities into the urban landscape are omitted from the model.
- (b) The Software should be used only as one of several tools in water sensitive urban design and hydrological modelling. The Software must not be relied on as the sole basis on which to implement a water sensitive urban design or to conduct hydrological modelling. Relying solely on the Software to do these things could potentially lead to loss or damage, including property damage, injury and death. If the End User uses the Software in such a manner, the End User agrees that it does so solely at its risk and, to the maximum extent permitted by law, the Licensor is not liable for any such use.
- (c) Data files and formats forming part of the Software may not be compatible between different versions of the Software. The Licensor does not warrant that:
 - (i) data files and formats will be compatible between different versions; or
 - (ii) use of the Software will be error-free or that results from one version of the Software will precisely match results from a new or different version of the Software;
 - (iii) the Software will meet the needs and business objectives of the End User;

25. **Limited warranty and liability.**

- (a) The Licensor warrants that:
 - (i) it has the right to license the Software to the End User;
 - (ii) as at the date of this Licence, it is not aware (without having conducted any specific enquiries) of any claims that the Software infringes the intellectual property rights of third parties; and
 - (iii) the Software will substantially operate in accordance with the specifications set out in the Documentation (**Operating Specifications**).
- (b) Except for the limited warranties described above, to the maximum extent permitted by law the Software is sold “as is” and the End User assumes the entire risk as to its use, quality and performance. Without limiting the foregoing, the Licensor disclaims liability to the maximum extent permitted by law as to:
 - (i) merchantability of the Software;
 - (ii) fitness of the Software for a particular purpose;
 - (iii) the security of the Software from viruses, malware and other security vulnerabilities;
 - (iv) error-free operation of the Software; and

- (v) any other warranties, express or implied.
 - (c) It is the End User's responsibility to verify the results obtained from the use of the Software. If End User believes that the Software does not operate in accordance with the Operating Specifications:
 - (i) for all Software other than the Product – the Licensor will refund the full cost or replace the Software at no extra charge to the End User, provided that the End User notifies the Licensor in writing within 30 days of purchase with a description of the reasons why the End User believes that the Software does not operate in accordance with the Operating Specifications, and returns the Software with its all components; and
 - (ii) for all software forming part of the Product – the Licensor will refund the full cost (if any) of the Software, provided that the End User notifies the Licensor in writing within 30 days of downloading the Software with a description of the reasons why the End User believes that the Software does not operate in accordance with the Operating Specifications, and returns the Software.
 - (d) To the maximum extent permitted by law:
 - (i) the remedies in paragraph 25(c) are the End User's sole remedy; and
 - (ii) the Licensor excludes all other liability to the End User and any other person for any direct, indirect, special, incidental, consequential or similar damages, loss of data, goodwill, business opportunity, profits or revenue, however arising under any cause of action (including negligence) even if the Licensor has been advised of the possibility of such damages.
 - (e) In the event that any of the above limitations or exclusions are held to be void or unenforceable, the Licensor's total liability shall to the maximum extent permitted by law be a refund not exceeding the amount of the licence fee paid by the End User for the Software.
26. **Indemnity.** The End User releases and indemnifies the Licensor, and its associated entities and its respective officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the End User and whether at common law, in equity, in tort (including negligence), under contract, pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss) arising out of:
- (a) a breach of the End User's warranties or obligations contained in this Licence; or
 - (b) the negligence of the End User or its officers, employees, agents or contractors,
- and from and against all damages, costs and expenses incurred in defending, satisfying or settling any such claim, proceeding or demand.
27. **Special terms for beta and trial versions.** Any beta or trial versions of the Software are subject to the following special terms, which prevail over any conflicting terms and conditions in the remainder of this Licence to the extent of the conflict:
- (a) the Licensor may, at its absolute discretion, terminate the End User's licence to use a beta or trial version at any time;

- (b) no licence fee or support fee is payable by End User for use of a beta or trial version of the Software;
- (c) no technical support services or Upgrades are available to End Users in connection with a beta or trial version of the Software;
- (d) the functionality of any beta or trial version of the Software is at the sole discretion of the Licensor. Without limiting the generality of the foregoing, beta versions of the Software may have limited functionality in relation to copying and printing of graphs, exporting summary files and flux file reporting as well as reduced amount of rainfall data. The trial version of the Software includes a permanent background watermark saying "Trial Version" on the model palette and a permanent background watermarking for all graphs;
- (e) the beta and trial versions of the Software may only be used by the End User for non-commercial evaluation purposes. The End User may only conduct research using beta or trial versions of the Software with the prior written approval of the Licensor;
- (f) the End User must not make any publication or public comment in relation to a beta or trial version without the prior written approval of the Licensor;
- (g) the End User acknowledges that beta Software has not been commercially released and is still subject to trialling. The End User, in obtaining the benefits or potential benefit of use of the beta Software, accepts the risk that the beta Software's performance may contain 'bugs' and may cause data loss;
- (h) the End User may not use a beta or trial version or any part or output of the trial or beta version to provide:
 - (i) outsourcing;
 - (ii) terminal services;
 - (iii) computer bureau services; or
 - (iv) training services other than as reasonably required to enable use of the beta or trial version within its Entity; and
- (i) beta Software is supplied "as is" and the Licensor makes no warranty as to its use, reliability or performance. The End User is solely responsible for determining the appropriateness of using the beta Software and assumes all risk associated with its use. The Licensor does not, and cannot, warrant the performance or results that End Users may obtain using the beta version. To the maximum extent permitted by law, the Licensor disclaims all liability associated with the beta Software, including in relation to its quality, the results produced, performance, installation and use of the beta version, and to any program errors, damage to equipment, loss of data or unavailability or interruption of operations due to or in connection with the beta Software.

28. **Product listing.**

- (a) Software may include access to listings of certain product details (**Product Listings**). End User acknowledges that all information included in the Product Listings is provided by the third party suppliers of the relevant products and services and their inclusion does not constitute any endorsement or accreditation by eWater or its related bodies corporate.

- (b) eWater and its related bodies corporate make no representation as to the accuracy, completeness, usefulness or suitability for any purpose of the Product Listings or any product or information contained in them. To the maximum extent permitted by law the information is provided 'as is', without express or implied warranty.
- (c) End Users and their Users should independently investigate whether a product is appropriate for the intended purpose and validate any information in any Product Listing with the supplier of the relevant product. The Product Listings are not a complete listing of relevant products.
- (d) To the maximum extent permitted by law, eWater and its related bodies corporate expressly exclude all liability for any loss, damage or expense (whether direct or indirect) arising out of or in connection with any use of the Product Listings and information contained in them.

29. **Interpretation.**

- (a) **Definitions.** Unless a contrary intention appears, the following definitions apply:

Business Day means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory.

Documentation has the meaning in paragraph 4(e).

End User has the meaning in paragraph A.

Entity has the meaning in paragraph A.

eWater has the meaning in paragraph A.

eWater Toolkit Website means the website operated by eWater at <https://toolkit.ewater.org.au>.

Hard Lock Key has the meaning in paragraph 4(d).

Improvements has the meaning in paragraph 18(c).

Licence has the meaning in paragraph A.

Licensor has the meaning in paragraph A.

LMS has the meaning in paragraph 4(c).

Older Software has the meaning in paragraph 5(b).

Operating Specifications has the meaning in paragraph 25(a)(iii).

Product Listing has the meaning in paragraph 28(a).

Register means the process an End User, or if relevant its Users, go through to become a member of the eWater Toolkit Website community by submitting their personal details and other required information at the eWater Toolkit Website.

Soft Lock Key has the meaning in paragraph 4(c).

Software means as relevant, eWater's MUSIC™ software, MUSIC-link™ software, or SOURCE™ software.

Term has the meaning in paragraph 2.

Upgrade has the meaning in paragraph 4(b).

User has the meaning in paragraph 1.

- (b) **Interpretation.** In this Licence, unless the contrary intention appears:
- (i) the singular includes the plural and vice versa;
 - (ii) another grammatical form of a defined word or expression has a corresponding meaning;
 - (iii) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a reference to a document includes the document as novated, altered, supplemented or replaced from time to time;
 - (v) a reference to a person includes the person's permitted successors, substitutes (including, without limitation, persons taking by novation) and assigns;
 - (vi) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
 - (vii) "including", "includes", "such as" and "in particular" do not limit the generality of the words which precede them or to which they refer;
 - (viii) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
 - (ix) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
 - (x) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Licence or any part of it;
 - (xi) paragraph headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
 - (xii) all references to dollars are to Australian dollars; and
 - (xiii) a reference to a 'paragraph' is to a paragraph in this Licence.

30. **General.**

- (a) **Entire agreement.** This Licence constitutes the entire agreement between the Licensor and the End User in relation to its subject matter and any prior representations, statements or undertakings are expressly excluded.
- (b) **Notices.** Notices under this Licence must be given in writing:
- (i) the Licensor may provide notices to an End User via email. Licensor notices to an End User are deemed given on the first Business Day after the Licensor sends the message; and
 - (ii) End Users may provide notices to the Licensor by email to the following address: support@ewater.org.au. End User notices to the Licensor are deemed given on the first Business Day after the End User sends the message.

- (c) **Amendments.** The Licensor reserves the right to modify the terms of this Licence from time to time and any such modifications will take effect once notified to the End User. Notification may include or consist of publishing the modified Licence on the Licensor's website at: www.ewater.org.au and/or notifying the End User by e-mail to the latest e-mail address provided by the End User to the Licensor. Other than this, no amendment or modification to this Licence is valid unless it is in writing and signed by the Licensor or its authorised representative.
- (c) **Inconsistency.** To the extent of any inconsistency between this Licence and any documentation the terms of this Licence apply to the extent of the inconsistency.
- (d) **Further assurances.** The End User agrees, at its expense, on request of the Licensor, to do everything reasonably necessary to give effect to this Licence and the transactions contemplated by it, including the execution of documents.
- (e) **Severance.** If any provision of this Licence is held to be illegal, void or unenforceable, such provision shall be severed from this Licence and all other provisions of this Licence shall remain in full force and effect.
- (f) **Waiver.** Any delay or failure by the Licensor in enforcing its rights under this Licence is not to be construed as a waiver of those rights.
- (g) **Assignment.** The End User must not assign, sub-contract or otherwise transfer any of its rights under this Licence without the Licensor's prior written consent. The Licensor will not unreasonably withhold its consent for a transfer to an associated entity of the End User, or to a purchaser of all or a substantial part of End User's business.
- (h) **Novation.** The Licensor may by written notice to End User novate its rights and obligations under this Licence to a transferee who accepts all the Licensor's obligations under this Licence. The End User must do all things necessary to give effect to such novation, including the execution of relevant documents.
- (i) **No application.** The United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to the Software or this Licence.
- (j) **Governing law and jurisdiction.** This Licence is governed by the laws of the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.