MacroView Software Licence Agreement

This software licence agreement (the “Agreement”) is entered into by and between MacroView Business Technology Pty Limited, Australian Business Number 29 081 117 777 (“MacroView”) and the Customer currently installing this software (“Customer”) as at the date of the software installation and takes precedence over any other agreements governing the supply or use of the software.

Terms and Conditions

1 Definitions

1.1 Customer Contact means the representative of the Customer whose contact details are stipulated in the Licence Certificate.

1.2 Commencement Date means the date upon which the first Licence is activated.

1.3 Documentation means all documentation provided by MacroView from time to time on the MacroView website including the secure software download area, with respect to the installation, configuration, administration and use of the Software.

1.4 Expiry Date means the expiry date for the Licence as stipulated in the most recently issued Licence Certificate.

1.5 GST means the Australian Goods and Services Tax.

1.6 Legacy Microsoft Software means any software the copyright of which is vested in Microsoft Corporation that is no longer in the Mainstream Support phase of its lifecycle as defined by Microsoft Corporation including operating systems.

1.7 Licence means a licence to use the Software granted under the terms of this Agreement by MacroView to the Customer.

1.8 Licence Certificate means a document, as amended from time to time, provided to the Customer by MacroView upon receipt by MacroView of payment outlined in a Tax Invoice.

1.9 Licence Key means the licence activation key stipulated in the Licence Certificate.

1.10 Office 365 Tenant means a tenant provided to a Customer by Microsoft Corporation which enables the Customer to use the SharePoint Online component of their Office 365 cloud hosting service.

1.11 Seats means the number of users that are able to access and use the Software as specified in the Licence Certificate.

1.12 Server Farm means one or more physical or virtual servers performing the server-side functions of Microsoft SharePoint**.**

1.13 Software means the product(s), as stipulated in the Licence Certificate, licensed under this Agreement.

1.14 Software Assurance means:

a) provision of all upgrades to the Software as they are made available by MacroView; and

b) correction of failures of the Software to operate in accordance with the Documentation.

1.15 Renewal Fee means the fee stipulated by MacroView in a Tax Invoice for the renewal of a Licence and its associated Software Assurance.

1.16 Initial Licence Fee means the fee paid by the Customer for the purchase of a Licence and Software Assurance in respect of that Licence, as stipulated in the related Tax Invoice(s).

1.17 Tax Invoice means an invoice issued by MacroView to the Customer with respect to the Initial Licence Fee or the Renewal Fee.

2 Grant of Licence

2.1 MacroView warrants that it has the right and authority to grant the Licence.

2.2 MacroView grants a Licence to the Customer to install the Software and activate their Licence on no more than the number of Server Farms and, or, Office 365 Tenants specified in the Licence Certificate for use by no more than the number of Seats specified in the Licence Certificate.

2.3 The Customer may extend the Licence to allow use on additional Seats and, or, with additional Server Farms or Office 365 Tenants by purchasing such an extension at the rate stipulated in a valid quotation issued by MacroView.

3 Commencement and Expiry of Licence

3.1 The Licence is granted on the Commencement Date and continues until the Expiry Date. However the Licence may be extended in twelve (12) month increments by the Customer paying MacroView the Renewal Fee.

4 Software Assurance

4.1 MacroView agrees to provide the Customer with Software Assurance until the Expiry Date.

4.2 Software Assurance includes:

a) delivery of the software by download for self-installation and access to the Installation and Configuration Guide (pdf) and User Guide (pdf) from the MacroView HelpCentre;

b) access to upgrades, new versions accessible from the HelpCentre along with continued use of the licensed software;

c) 'break fix' support only, i.e. correction of failure of the MacroView software to operate in accordance with its specifications.

4.3 Software Assurance does not include:

a) training in the use of the Software;

b) correction of Software corrupted due to its use of storage;

c) correction of the Software necessitated by user negligence, non-compliance with Documentation or failure to provide properly trained experienced personnel to operate the equipment on which the Software is used;

d) upgrading or extending of the operation of the Software beyond specifications as provided in the Documentation;

e) amendments to the Software to ensure its compatibility with any hardware;

f) amendments to the Software to ensure its compatibility with any Legacy Microsoft Software;

g) requests for service such as assistance with installation, configuration, user assistance, design assistance, training, upgrades, remote consulting or business consulting that you may require from MacroView; and

h) any support services not agreed to be supplied in this Agreement.

5 Payment

5.1 The Customer agrees to pay annually in advance of the expiry date the Renewal Fee stipulated in the Tax Invoice(s) and/or Licence Certificate(s) issued by MacroView on condition that:

a) the Renewal Fee becomes due on the Expiry Date;

b) notwithstanding termination for whatever reason, the Renewal Fee is non-refundable;

c) the Renewal Fee may be subject to indexation;

d) MacroView may decline to provide the Customer with Software Assurance until all amounts due by the Customer to MacroView have been paid.

6 Delivery

6.1 MacroView warrants that it will deliver the Software by email and/or download from the MacroView HelpCentre.

7 Termination

7.1 MacroView may terminate this Agreement on thirty (30) days written notice to the Customer Contact where the Customer:

a) installs the Software on more than the number of Server Farms and, or, Office 365 Tenants than specified in the Licence Certificate, without the prior written consent of MacroView;

b) allows more users than the number of Seats specified in the Licence Certificate to access and use the Software and refuses to extend their Licence under clause 2.3 to cover the extra Seats;

c) is declared bankrupt or enters into liquidation or has a receiver appointed or any transfer or other accommodation for the benefit of or composition with creditors or other like or similar occurrence is entered into or suffered by the Customer;

d) fails to comply with any of its material obligations contained in this Agreement after being notified of its breach in writing; or

e) fails to pay the Renewal Fee on time in accordance with clause 5.

8 Rights upon Termination

8.1 Upon termination of this Agreement on any basis whatsoever the Customer:

a) will lose all rights to use the Software;

b) must stop using the Software;

c) will take all reasonable steps to ensure that the Software is not used by any of its employees, agents or contractors; and

d) will remove the Software from any environment it controls.

9 Intellectual Property

9.1 Subject to clause 9.2 of this agreement, MacroView warrants that it owns the copyright in the Software.

9.2 Certain portions of the Software were developed by third parties other than MacroView (“Third Party Add-ons”). The copyright for these Third Party Add-ons remains vested in the third party developers. MacroView warrants that it has rights under separate license agreements entered into with these third party developers to redistribute these Third Party Add-ons.

9.3 MacroView agrees to defend or, at MacroView's option, settle any third party's claim of copyright infringement asserted against the Customer by virtue of the Customer's use of the Software as delivered by MacroView provided that MacroView is given appropriate notice of any such claim and the right to control and direct through counsel of its own choosing the investigation, defence and settlement of each such claim, and further provided that the Customer shall reasonably co-operate with MacroView in connection with the foregoing.

10 Taxes

10.1 The Initial Licence Fee and Renewal Fee exclude GST and any other Australian Federal, State or local tax which the Customer is liable to pay.

11 Unauthorised Use and Possession

11.1 The Customer agrees to notify MacroView if it discovers any unauthorised possession or use of the Software by any person.

12 Entire Agreement

12.1 Notwithstanding any confidentiality agreement between the parties, this Agreement constitutes the entire agreement between MacroView and the Customer as to the Software and supersedes all previous communications, representations and agreements either written or oral between the parties relating to the subject matter of this Agreement.

13 Severability

13.1 Each part of this Agreement shall be severable from the other and if for any reason any part is invalid or unenforceable such invalidity or unenforceability shall not prejudice or in any way affect the validity or enforceability of any other part.

14 No Waiver

14.1 The failure by MacroView to enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of a right, power or remedy provided by law or under this agreement does not operate as a waiver of such right, power or remedy nor affect the validity of this Agreement or any part of it.

15 Publicity

15.1 MacroView may issue press releases regarding the existence of this Agreement and may use the Customer logo and name in MacroView's promotional materials and on MacroView's web site solely for purposes of publicizing the existence of this Agreement.

16 Limitation of Liability

16.1 In no event shall either party be liable for indirect, special, incidental, consequential, punitive or tort damages, of any kind, including, without limitation, any damages resulting from loss of use, loss of data (or the use thereof), loss of profits, loss of business, or interruption of business, whether under this Agreement, or otherwise even if the other party has been advised of the possibility of such loss. In no circumstance will MacroView be liable for any unauthorized representation or warranty made by the Customer, to any third party. In no event will MacroView be liable for any claim, except as expressly provided in this Agreement.

17 Assignment

17.1 Neither party may assign any of its rights under this Agreement without the prior written consent of the other party provided that such consent shall not be unreasonably withheld.

18 Governing Law

18.1 This Agreement shall be governed by and construed in accordance with International Law as expressed in the laws of the state of New South Wales in Australia.

19 Dispute Resolution

19.1 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the Australian Centre for International Commercial Arbitration by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Sydney, Australia. The Arbitration shall be conducted in the English language.

20 Prohibition On AI-Assisted Reproduction And Reverse Engineering

20.1 Prohibited Conduct
The User must not directly or indirectly:

a) (a) use any artificial intelligence system, large language model, code-generation tool, or similar automated system (each and collectively the "AI System") to analyse, replicate, reconstruct, reverse engineer, or derive the Software's source code, architecture, interfaces, design, or functionality;

b) (b) capture screenshots, screen recordings, session data, usage data, or outputs from product demonstrations for the purpose of training, fine-tuning, or otherwise informing any AI System;

c) (c) use AI Systems to develop any software, product, or feature that competes with or is substantially derived from the Software, whether through automated scraping or manual capture of any observable aspect of the Software; or

d) (d) disclose, provide, or transfer any screenshots, screen recordings, session data, usage data, or outputs captured from the Software or any product demonstration to any third party where such disclosure is for the purpose of, or results in, the training, fine-tuning, or informing of any AI System.

20.2 Permitted Exceptions

The following are not prohibited by this clause:

a) (a) use of assistive accessibility technologies in the ordinary course of business;

b) (b) the User's own internal anonymised analytics, provided such data is not used to train any AI System.

20.3 Remedies

The User acknowledges that breach of this clause would cause irreparable harm for which damages alone would be inadequate. The Licensor shall be entitled to seek injunctive relief without proof of actual damages, in addition to all other available remedies including damages, an account of profits, and recovery of legal costs. The Licensor may, on reasonable notice, require the User to certify compliance with this clause in writing.

20.4 Survival

This clause 20 survives termination or expiry of this T&Cs/EULA.