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1. DEFINITIONS

“**You**” means the person who has taken possession of a copy of the C-Bus Serial Protocol documentation.

2. LIMITED RIGHTS GRANTED

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This agreement conveys to you the above limited right to enable You to access and use the **C-Bus Serial Protocol** for the stated Purpose. As such:-

- You do not become the owner of the **C-Bus Serial Protocol** and SEAU retains title to the **C-Bus Serial Protocol** and all copies thereof;
- You are not granted any other express or implied right or interest under any patents, copyrights (including but not limited to all images, animations, audio and other identifiable material relating to the **C-Bus Serial Protocol** or this licence), trademarks or in respect of any trade secret information of SEAU or any other Australia Group company;

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SEAU reserves the right to amend the C-Bus Serial Protocol and any related specifications at any time without notice to You.

Subject to the terms of this Licence including the reservation of ownership in the **C-Bus Serial Protocol**, its related documentation and any modifications or derivatives thereof, SEAU does not claim ownership in any computer programs and hardware developed by You for the Purpose.

The licence granted above and the warranties provided in this Protocol Licence are not transferable by You.

3. YOUR OBLIGATIONS

You must not;-

- (a) use the **C-Bus Serial Protocol** except as provided in clause 2 of this Protocol Licence;
- (b) remove any copyright or patent notices from the **C-Bus Serial Protocol** and must ensure that proper notices in acknowledgement of the rights reserved to SEAU appear in any composite programs, references, alterations, or copies which You make;
- (c) make any express or implied claims as to the ownership of the copyright or patents in the **C-Bus Serial Protocol**;
- (d) copy, modify or use any accompanying documentation in any way not contemplated or expressly authorised by this agreement;
- (e) assign, sublicense or otherwise convey, distribute or transfer the **C-Bus Serial Protocol** or any portion of it to any other person, organisation or entity;
- (f) modify, reverse engineer, amend, alter, change or create further derivative works of the **C-Bus Serial Protocol** or any element of it (and if You do, You hereby agree that such works vest from creation in, and are hereby assigned to, SEAU and that You will do all acts and things necessary to vest title in SEAU as provided by this clause);
- (g) incorporate the **C-Bus Serial Protocol** into other computer programs and hardware unrelated to the use of the C-Bus system installed at the Address;
- (h) use the **C-Bus Serial Protocol** in any life-support, safety or security system or in any other application in which the failure of the **C-Bus Serial Protocol** could create a situation where personal safety may be compromised or where personal injury or death may occur;
- (i) use the **C-Bus Serial Protocol** for any unlawful or illegal purpose or effect;

4. TERMINATION

This Protocol Licence:-

- (a) is effective from the date You download or take possession of a partial or complete copy of the **C-Bus Serial Protocol** documentation;
- (b) continues until terminated;
- (c) may be terminated by You at any time by informing SEAU and deleting and removing the **C-Bus Serial Protocol** from Your software and hardware (including copies incorporated in any customised or modified software/hardware developed by or for you) and destroying all copies of the **C-Bus Serial Protocol** in your possession.
- (d) may be terminated by SEAU at any time by notice to You, including if You are in breach of any of the terms and conditions of this Protocol Licence in which event all rights granted to You terminate and You agree to, and must, immediately destroy all copies of the **C-Bus Serial Protocol** in your possession.

On termination of this Protocol Licence for any reason Clauses 3, 4, 5, 7 and 8 shall survive perpetually.

5. WARRANTY

- 5.1 SEAU warrants that it has the authority to grant You the rights in clause 2 of this Protocol Licence.
- 5.2 You acknowledge that SEAU does not guarantee error free operation of the **C-Bus Serial Protocol** when incorporated in Your software or hardware and other than the warranty contained in clause 5.1 does not make any other warranty about the **C-Bus Serial Protocol**.

6. LIMITATION OF LIABILITY

- 6.1 The **C-Bus Serial Protocol**:-
- (a) is licensed free of charge and therefore is provided "as is";
 - (b) when incorporated into Your software and hardware is not a supported product and SEAU accepts no commitment or liability to address any problems that may be encountered with its operation;
- 6.2 Whilst ever Your software/hardware incorporating the **C-Bus Serial Protocol** is attached or connected to any C-Bus system, its status as a non-supported product means that:-
- (a) Subject to clause 6.4 below, You and any end-user are not entitled to technical support whether via our call centre, technical support group or any other support channel for any element of the C-Bus Serial Protocol or the C-Bus system;
 - (b) Any existing warranties for the C-Bus system do not apply;
- 6.3 You acknowledge and accept that:-
- (a) as the **C-Bus Serial Protocol** is being provided free on an "as is" basis, it may not be compatible with your hardware/software and may contain errors and omissions;
 - (b) use of software and hardware incorporating the **C-Bus Serial Protocol** as developed by You for the Purpose may not be error free or fully compatible with a C-Bus system commissioned and installed as recommended by SEAU; and
 - (c) the circumstances described in (b) above may invalidate any SEAU manufacturer's warranty as may be applicable to a C-Bus system whilst ever used in association with such software and hardware as developed by You.
- 6.4 Except as expressly provided to the contrary in this Protocol Licence, SEAU shall not be under any liability to You in respect of any loss or damage (including any caused to Your software, hardware, system, data or any consequential loss or damage) however caused (including through incompatibility, error or any act or omission of SEAU), which may be suffered or incurred or which may arise directly or indirectly in respect of the supply of the **C-Bus Serial Protocol** pursuant to this Protocol Licence or the failure or omission on the part of SEAU to comply with its obligations under this Licence;
- 6.5 SEAU does not give any warranty nor accept any liability in relation to the **C-Bus Serial Protocol** except to the extent, if any, required by law or as specifically provided for in this Licence. If apart from this clause any warranty or condition would be implied whether by law, custom or otherwise, that warranty or condition is to the fullest extent permitted by law hereby excluded. With respect to any non-excludable implied warranty or condition, SEAU's liability for breach thereof is limited to the fullest extent permitted by law and, without, limiting the generality of the foregoing, where such

liability can be limited to the replacement or repair of goods or the re-supply of services, such liability will be limited to any one or more of them at SEAU's discretion.

7. **INDEMNITY**

7.1 You agree to indemnify and hold SEAU harmless from and against any and all action, losses, damage, judgments, awards, settlements and expenses, directly or indirectly arising from or connected with any claim, demand, law suits or legal proceedings arising out of the use of any software and hardware developed by You for the Purpose which incorporates the **C-Bus Serial Protocol**, the use made by any third party of such software or hardware or the unauthorised use of the **C-Bus Serial Protocol** by You;

8. **OTHER**

8.1 This agreement will be governed by, and construed in accordance with, the laws for the time being in force in the State of South Australia.

8.2 A waiver by either party in respect of a breach of a provision of this agreement will not be taken to be a waiver with respect to any other breach and the failure by either party at any time to enforce a provision of this agreement will not be construed as a waiver by that party of that provision or in any way affect the validity of this agreement or any part of it.

8.3 This agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

8.4 If any provision of this agreement is held invalid, unenforceable or illegal for any reason, the agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.