

LICENCE AGREEMENT

SUBSCRIBER DETAILS: Name of Organisation:				
Profession/nature of Organisation:				
Postal address:				
Postcode:				
Physical address:				
Contact name:				
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Phone: ()			
Mobile: ()			
You are :	a new subscriber an existing subscriber	Professional membership: □ ACENZ □ ADNZ		
Number of qualifying staff: *As defined in Subscribing to Masterspec		□ DINZ □ IPENZ		
Number of additional offices: **Please attach address and contact name for each office		- □ NZILA □ DANZ □ SCNZ		
Masterspec systems required: *Include any existing systems currently subscribed to		□ Other		
☐ Standard	☐ Structural & Civil	□ SCNZ		
☐ Basic	☐ Services	☐ Landscapes		
☐ Minor Residential ☐ Standards Online Library ☐ Interiors				
☐ MasterKey for Revit or ☐ MasterKey for ArchiCAD				

FEE SCHEDULE: First 12 Months

ANNUAL LUMP SUM PAYMENT	
Annual fee for selected system/multi-system (As defined in Subscribing to Masterspec)	\$
Additional office fee at \$100.00 per office	\$
Entrance fee (first year only)	\$
Subtotal	\$
GST @ 15%	\$
Payable with order (enclose cheque or pay electronically)	\$

MONTHLY DIRECT DEBIT PAYMENTS	
Annual fee for selected system/multi-system (As defined in Subscribing to Masterspec)	\$
Additional office fee at \$100.00 per office	\$
Subtotal	\$
GST @ 15%	\$
Subtotal	\$
Subtotal divided by 12	\$
Subtotal divided by 12 ENTRANCE FEE (FIRST YEAR ONLY)	\$
,	
ENTRANCE FEE (FIRST YEAR ONLY) Entrance fee	\$

I have read and understood and agree to the terms and conditions stated in the Standard Terms and Conditions herein which includes a 24 month minimum subscription period.				
Signed for and on behalf of You	 Date			
Signed for and on behalf of CIL	 Date			
Please send this form, together with your remittance to:				

STANDARD TERMS AND CONDITIONS

Definitions

- Licenced Material: the Masterspec Tools and Systems and associated content that you subscribe to and are licenced to use under this agreement.
- Masterspec Tools and Systems: Masterspec, MasterKey and Masterspec NextGen2 (and any modified or renamed versions) and any other service or product that we provide
- We/us: Construction Information Limited.
- Your Documents: documents produced by you using the Licenced Material including those hosted by us.

Our obligations: We:

- Grant you a licence to use the Licenced Material to produce documents in your professional practice while this agreement is in effect.
- Will, as necessary, update the Licenced Material.
- May change, modify, suspend or discontinue any or all parts of the Masterspec MasterKey or Masterspec NextGen2 service or any other internet-based facility at any time
- Do not endorse any products profiled in our Masterspec branded specification sections or referenced in any part of the Licenced Material or our website.

Your obligations: You:

- Will only use the Licenced Material and Your Documents and any other Masterspec materials in accordance with this agreement.
- Will only use electronic versions of the Licenced Material and Your Documents on a computer terminal, laptop, tablet, or other electronic device, accessed via your authorised login(s).
- Will ensure that you regularly update online the Licenced Material you are using. You acknowledge that the Masterspec Tools are designed for online use and not for use solely on local drives based on locally saved Licensed Material.
- Will notify us as soon as possible if you identify any errors or ambiguities in the Licenced Material.
- Are solely responsible for any additions, alterations or variations that you make to the Licenced Material, including as incorporated into Your Documents.
- 10. Will rely upon your own professional judgment and skill to determine the appropriateness of using any Licenced Material (or any material on any websites referenced in the Licenced Material) and to satisfy yourself as to its accuracy
- 11. Will not use the Licenced Material for any purpose other than for production of project documents, and in particular will not use it for the provision of a commercial document preparation service.
- Will not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works, from the Licenced Material.
- Agree that we may send you communications (electronic or otherwise) about the services and products we provide including any new services and products.
- Confirm that you are acquiring our services for the purposes of a business as defined in the Consumer Guarantees Act 1993 and that the provisions of that Act do not apply to these services.
- 15. Understand and acknowledge that the Masterspec Tools utilise and interface with CAD software developed and owned by third party vendors. You undertake that you will not use the Masterspec Tools or Licensed Material in breach of any restrictions in your licence agreements with such third party vendors.

Access

16. We will endeavour to ensure that the Licenced Material is accessible at all times. We will also take all reasonable steps to ensure that Your Documents held by us online are kept secure and remain accessible to you during the subscription term. However, we do not warrant that access to the Licensed Material or to Your Documents held by us online will be free from delay, interruption or restriction. We are not liable for any direct or indirect costs, losses or claims if access to the Licensed Material or Your Documents is interrupted, restricted or delayed.

Exclusions and Indemnities

- 17. We do not warrant:
 - 17.1 That the Licenced Material is error-free, accurate, up-to date. The Licenced Material contains information provided to us by product manufacturers and other information providers;
 - 17.2 That our website and websites referenced or linked to in the Licenced Material are free from any viruses or other defects.
- 18. We will not be liable in negligence, in contract, or otherwise, for any loss, damage or claim (including, without limitation, consequential loss or damage) suffered by you arising directly or indirectly from the use of the Licenced Material and Your Specifications, Documents, including from any corruption or loss of Your Documents.
- 19. You indemnify us from any claims made against us directly or indirectly by any third party arising out of the use of Your Specification or interruptions or delays in your access to our systems, including any corruption or loss of Your Documents

Intellectual property

- 20. We own all Licenced Material as developed and updated from time to time.
- 21. You own Your Documents except that we continue to own all Licenced Material incorporated into Your Documents

Confidentiality

22. Unless required by law to disclose information 22.1 You must keep the Licenced Material confidential except as reasonably required in the normal course of project specification production and you must take all reasonable steps to prevent any recipient of the Licenced Material from further disclosing the Licenced Material other than as is reasonably required to utilise the project Documents; and, : 22.2 We will keep Your Documents confidential. We may however engage in anonymised analysis of material in Your Documents to improve and extend the services we provide, and may share the results of such analysis with our business partners.

Fees

- 23. The fee for the first 12 months of your subscription is the fee shown on our website for the services to which you subscribe at the time you enter into this agreement (Licence Fee).
- 24. After the first 12 months and for each succeeding 12 month period the Licence Fee will be as shown on the fee schedule then appearing on our website. We may adjust the fee schedule annually.
- 25. You will pay the Licence Fee by whichever of the following methods you select when entering this agreement: (a) by internet banking or cheque within 21 days of receipt of an invoice from us; (b) by Direct Debit;
- 26. We reserve the right to restrict or terminate your access (in whole or in part) to the Licenced Material if you fail to pay the Licence fee by due date.

Variation

 We may vary this agreement at any time by notice published on our website. Continued use by you of the Licenced Material will constitute acceptance of such variation.

Termination

- 28. You may terminate this licence agreement by giving us one month's written notice at any time after 24 months from your first subscription fee payment.
- We may terminate this licence agreement by giving you written notice:
- 29.1 of one month at any time after 24 months from your first subscription fee payment; or
- 29.2 immediately if you are in breach of any of your obligations under this agreement.
- 30. Termination may be of this entire agreement or any one system or tool that you are subscribed to.
- 31. On termination you will:
 - 31.1 immediately pay us any outstanding Licence Fees;
 - 31.2 immediately return or destroy all Licenced Material; and
 - 31.3 Not be entitled to use any Licenced Material whatsoever except that you may continue to use (but may not modify or vary for other projects) existing project documents produced by the use of Licenced Material during the currency of your licence.
- Your obligations in relation to indemnity, confidentiality and intellectual property continue in effect after termination of this agreement:

Governing law

These terms and conditions are governed by New Zealand law and the New Zealand courts have exclusive jurisdiction.

STANDARDS ONLINE TERMS AND CONDITIONS

As subscriber, you acknowledge the Masterspec Standards Online Library service forms part of the systems subscribed to under the Masterspec Licence Agreement, and by signing this form you agree to the following terms and conditions:

- Your licence to use the Standards Online Library service shall continue until terminated by written notice from either party to the other. Notice may be given:
 - a. By either party at any time after 24 months from the date we first receive your subscription fee or
 - b. By us at any time if you are in breach of your obligations under these terms and conditions or your subscription to a Masterspec system lapses.
- You may download a single copy of a document and retain that copy on your computer for a maximum of five working days for your internal use only. At the expiry of five days the copy of the document downloaded must be deleted from your computer.
- 3. You may print one hard copy of any document for your own temporary use. Any printed documents must be destroyed within 30 days. You may not build up a hard copy reference collection. A hard copy reference collection is defined as a collection comprising more than 10% of the number of the documents within the Standards Online Library.
- You acknowledge that any document may be amended or withdrawn by us and that if you keep any document longer than the timeframe: specified in clauses 2 and 3 above that we accept no responsibility for the currency of it.
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- Under no circumstances may you sell or transfer to a third party any document, whether in electronic or hard copy form.
- Under no circumstances may you place a document on a network o any sort without our express prior permission.
- You must not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the documents, or any part of them.
- All downloaded or printed documents whether full or partial copies must be deleted and/or destroyed on expiry or termination of you subscription.
- You must keep your user identification information, including login: and passwords, secret and secure.