



## Micromine Nexus Software Licence Agreement

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Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of any act or omission by the other party under or in connection with the Agreement.

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Licensee shall, where relevant, ensure Licensor's personnel have full and safe on site access to the Software at all reasonable times for the purpose of providing the software support. Licensee shall also ensure that Licensor's personnel are provided with all information, facilities, assistance and accessories reasonably required by Licensor to enable Licensor to comply with its obligations under this Agreement.

If reasonably requested by Licensor, Licensee shall provide a suitably qualified or informed representative to provide such advice or assistance to those personnel as may be necessary in order to enable Licensor to access the Software and any relevant computer equipment for the purposes of timely support.

The Licensee will not access, use, or (directly or indirectly) allow use, of the Software in, from, or for the benefit of any party in a Prohibited Jurisdiction and the Licensor reserves the right to terminate this Agreement and the Licensee agrees to forfeit any payments made to the Licensor if the Licensee breaches this provision.

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Licensor may remotely collect anonymous user usage telemetry information from Licensee. This includes things like which dialogs users open, how long they spend there, which toolbar icons they use etcetera. It does not include any user project data.

The usage information is used to perform analytics, with the intention of applying the derived knowledge to make the product better and improve the user experience.

Licensor is committed to ensuring the privacy of users. Any information collected and used is done in accordance with Micromine's Privacy Policy which may be viewed at: <https://www.micromine.com/privacy-policy/>.

Licensee may opt out of providing user usage telemetry information in the Software Settings.

## **Taxes**

Licensee shall be solely responsible for payment of any taxes (including sales or use taxes, intangible taxes, withholding taxes and property taxes) resulting from purchase of the Licence and Licensee's possession and use of the Software.

## **Termination**

Licensor may terminate this Agreement immediately if:

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- b. Licensee for any reason destroys or disposes of or loses custody of the Software;
- c. Licensee becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- d. Licensee, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or
- e. Licensee ceases or threatens to cease conducting its business.

If this Agreement is terminated pursuant to this clause, Licensor may, in addition to terminating the Agreement:

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- h. be regarded as discharged from any further obligations under the Agreement.

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The Licensor will not be liable for any failure to perform or delay in performing an obligation under this Agreement if the failure or delay arose from a Force Majeure Event.

This Agreement shall be construed, interpreted and governed by the laws of the state of Western Australia.

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

The covenants, conditions and provisions of the Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

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