

G-FLOW SOFTWARE END-USER LICENCE AGREEMENT (EULA)

1. SOFTWARE DESCRIPTION AND EXPECTED FUNCTIONALITIES

G-Flow (hereon, the software) is a computer software that automates and streamlines the workflow of construction and construction-related business in the issuance, tracking, and handling of Producer Statements (as defined in New Zealand's Building Act 2004), Warranties, and Guarantees. The software will, at minimum, assist with:

- a) Issuing of Producer Statements 3 and 4,
- b) Issuing of Warranty Certificates,
- c) Issuing of Guarantee Certificates,
- d) Tracking of issued Producer Statements, Warranty Certificates, and Guarantee Certificates,
- e) Client information database,
- f) Claims management.

The software may contain additional features and functionalities, at the discretion of the software developer.

2. IMPORTANT DEFINITIONS

Major Release: A major release can be defined as being a version of software that contains significant updates compared to its previous version. Such updates may be incremental to existing features, security-related, or add new features that are not present in the software's previous versions.

Minor Release: A minor release can be defined as being a version of the software that contains minor incremental upgrades compared to its previous version.

3. LICENCE GRANTING

Red Jack Studio Limited (heron, the company), a New Zealand incorporated company under NZBN 9429049575194 hereby grant the licence holder the rights to use the software under the conditions set by this EULA; this licence is valid for a single major release version of the software – the most up to date version at the time of purchasing – and held for life. The company may release minor version updates for the software and make them available for free at its discretion.

4. USAGE AND DISTRIBUTION RESTRICTIONS

It is prohibited for the user to reuse or repurpose its licence, which is limited to being used by a single computer and by a single user. It also shall not make copies of or distribute the software to other users.

Usage distribution offences will be treated as criminal offences and may result in prosecution.

It is hereby established that pecuniary compensation for unlawful distribution of this software will be set at ten times the value of the most expensive licence available at the time of the offence per licence infringement.

5. COPYRIGHT INFRINGEMENTS AND INTELLECTUAL PROPERTY

All copyright is reserved to and owned by the company. Copying this software to any degree will result in copyright infringement and the company reserves the right to sue and seek material compensation for any material, tangible, or intangible losses it may incur. Copyright infringements and intellectual property theft are also criminal offences in New Zealand and shall be treated as such by the company, which also reserves the right to lodge criminal complaints against any offenders, free of any liability.

Examples of what will be considered copyright infringements and/or intellectual property theft are: a) copying the software concepts and ideas and developing a similar software with comparable features; b) decompiling the software and gaining access to its codebase; c) copying logos, icons, fonts, terms, and labels present in the software to use in another software or elsewhere without written permission from the company; d) modifying the software to any degree, changing logos, icons, labels, or any other component of the software.

6. TERMINATION

This licence can be terminated unilaterally by the company if the end-user breaches any of its terms and conditions. In such an event, the company will be free of any liability resulting from the termination of this licence agreement.

7. WARRANTY DISCLAIMER

This software is sold on an "AS IS" basis, with no warranties or guarantees. The end-user will remain responsible and liable for any losses or damages resulting from the usage of the software.

8. BACKUP AND DATA PROTECTION DISCLAIMER

This software operates with a local database, and it is the end-user's full responsibility to backup the software data periodically, as well as to ensure it has data protection policies in place to mitigate any potential data losses resulting from bugs, errors, power outages, or any other internal or external event that may result in data corruption or loss. Should the user have specific backup and data protection requirements, it shall engage in discussions with the company for the establishment of an Enterprise Licence with special terms and conditions.

9. TECHNICAL SUPPORT AND TRAINING DISCLAIMER

This licence does not include any technical support. Should the user require technical support and/or training, the terms and conditions for providing such services should be discussed with the company and will come at an additional cost.

10. LIMITATIONS OF LIABILITY

The company shall remain free of any liability resulting from the usage and operation of the software by the end-user, which hereby foregoes any rights to claim or seek compensation for any damages or losses resulting from or related to the usage of the software at its own premises.