



Tax Invoice

Mach 2 Consulting
ABN: 85 204 208 011

Invoice No:	INT0973
Date:	27-Aug-2025

Aceconsult Pty Ltd

mach2 consulting

To: **Hepburn Shire Council**
PO Box 21
Daylesford Vic 3460

Order#: PU038657

For: Integril licence to 31-Aug-2026

RCV Member pricing \$2,900.00
Serial number 0377

GST \$290.00

Total due: \$3,190.00

Thank you for purchasing Integril. Your prompt attention to our invoice will be appreciated.

EFT Payment:

Account Name	Aceconsult Pty Ltd
Bank:	ANZ, Melbourne
BSB:	013 030
Account No:	2593 84189

37 high street
yackandandah 3749
telephone 02 6027 0777
facsimile 02 6027 0666
email mach2@yackandandah.com
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LICENSE AGREEMENT FOR USE OF "INTEGRAL" FINANCIAL MODEL

This License Agreement ("Agreement") is made between:

Licensor: Aceconsult Pty Ltd T/as Mach 2 Consulting (ABN 85 204 208 011) developer and owner of 'Integral', an Excel-based financial model for local government.

Licensee: The individual, council, or organisation purchasing the subscription.

Effective Date: The date of subscription payment by licensee to licensor.

1. License Grant

Mach 2 Consulting grants the Licensee a non-exclusive, non-transferable, revocable license to use Integral for internal financial planning and management purposes for local government for 12 months from the Effective Date.

2. Subscription and Payment

- The license is granted upon payment of the annual subscription fee.
- No refund or pro-rata payment applies if the Licensee chooses to terminate early.
- The Licensee must renew the subscription annually for continued use of the Model.
- In the absence of renewal of the subscription by the licensee, the rights granted through this license will cease within 30 days and the 'Integral' model will expire.

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- The Licensee must not distribute, sell, sub-license, rent, or otherwise provide the Model to any third party.
- The Licensee must not reverse-engineer, decompile, or otherwise attempt to access the source code or structure beyond normal Excel functionality.

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- Integral is provided as an Excel-based financial model. The Licensor assists with initial set-up, and the Licensee inputs its own data and manages the product independently.
- The Licensor accepts no responsibility or liability for:
 - Any errors, omissions, or inaccuracies in the Model.
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 - The outcomes, decisions, or actions taken based on the use of the Model.
- The Model is provided "as is" without warranty of any kind, whether express or implied.

5. Limitation of Liability

To the maximum extent permitted by law, Mach 2 Consulting's liability arising under this Agreement is limited to the amount of the subscription fee paid by the Licensee in the preceding 12 months.

6. Term and Termination

- The license term is 12 months from the Effective Date.
- Either party may terminate this Agreement by notice:
 - The Licensee may terminate with 1 month's written notice.
 - The Licensor may terminate with 6 months' written notice.
- The Licensor may terminate immediately for material breach or misuse of the Model.
- Upon termination, the Licensee must cease use of the Model and delete all copies.
- Intellectual Property

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8. Governing Law

This Agreement is governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of that State.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to the Model and supersedes any prior representations or agreements.

10. Amendments

Any amendments to this Agreement must be in writing and signed by both parties.