

Method123 Template Licence Agreement

Please read this license agreement carefully before using our templates. The copyright and any other intellectual property rights in the templates are and remain our property. You are licensed to use the templates only if you accept the terms set out below. By opening the templates, you indicate acceptance of the licence terms set out below. If you are accepting the licence on behalf of a corporate licensee, you represent that you are authorised to do so. If you are not so authorised, nor deemed in law to have such authority, you assume sole personal liability for the obligations set out in this licence. You should therefore read the licence carefully before clicking to open our templates. If you do not accept these terms, email us at support@method123.com and do not use the templates. You should then destroy any unlicensed copies of the templates that might be in your possession. We recommend that you print out this agreement and relevant parts of our website for your records.

Licence Agreement

Background

- (a) You wish to use one or more of Method123's templates and related materials.
- (b) Method123 is willing to grant a licence to you in accordance with the terms and conditions of this agreement.

Operative Terms

1 Interpretation and Definitions

- 1.1 In this agreement, unless the context requires otherwise, the following terms shall have the following meanings:
 - 1.1.1 **'Derived Work'** has the meaning given to it in clause 2.1.1;
 - 1.1.2 **'Fees'** means the fees payable by you to Method123 for the Licensed Products;
 - 1.1.3 **'Instructions'** the user instructions for each Template;
 - 1.1.4 **'Licensed Products'** means each Template and its related Instructions and their Updates;
 - 1.1.5 **'New Content'** means that part of a Derived Work that does not form part of the Original Content;
 - 1.1.6 **'Nominated User'** means the individual identified as the authorised User;
 - 1.1.7 **'Original Content'** means the content of the Template in the form downloaded from Method123's web site and which forms part of a Derived Work;
 - 1.1.8 **'Template'** means any template and update to that template that has been obtained from our website.
 - 1.1.9 **'Updates'** mean updates to or upgrades of the Templates and/or Instructions respectively;
 - 1.1.10 **'User'** means an individual who may alter, modify, or otherwise use a Template and who may read the relevant Instructions; and
 - 1.1.11 **'You'** means you personally, if you are an individual, or the Nominated User, if you are a company or other non personal entity.

2 Grant

- 2.1 Provided that you have paid the applicable Fees or been given permission by Method123 to use the templates without payment, Method123 grants you and you accept a non-transferable and non-exclusive right and licence to:
 - 2.1.1 use one copy of each Licensed Product (including any Updates for which you have paid any relevant additional Fee) as an aid to creating specific documents based on the Template by copying the Template and modifying that copy ('Derived Work');

- 2.1.2 make and retain for backup and archival purposes, one copy of each Template provided that the original and each copy are kept in your possession and control and that your installation and use of the same do not exceed that allowed by this agreement.

3 Licensee's Obligations

- 3.1 You shall supervise and control the use of the Licensed Products in accordance with the terms of this agreement.
- 3.2 You shall not:
 - 3.2.1 alter or modify the Licensed Products or any part of them, or permit others to do so;
 - 3.2.2 sell, sub-license, lease, hire out, share use of or rent the Licensed Products or transmit the Licensed Products to any third party; or
 - 3.2.3 use the Licensed Products to provide to any other party any form of consulting, service-bureau, time-sharing services, or services of any other kind unless you have paid Method123 the respective fee, if any, for such use.

4 Rights in a Derived Work

- 4.1 This agreement restricts what you may do with Licensed Products, the Original Content and a Derived Work as a whole, but does not restrict what you may do with the New Content alone.
- 4.2 In respect of a Derived Work:
 - 4.2.1 you shall retain our copyright notice for any Original content used;
 - 4.2.2 you may modify the content to include some or all of the Original Content in addition to New Content for business, personal, educational or governmental purposes;
 - 4.2.3 you shall not sell, sub-license, lease, hire out of or rent the Original Content; or use the Original Content or Derived Work to compete with us in any way;
 - 4.2.4 you shall notify a Reviewer that they must obtain from us a licence to use the Products, if they wish to modify any of the Original Content to create their own Derived Works. They will not require a license if they simply need to "fill-in" the template Product.

5 Download

- 5.1 On payment of the Fees, you may download the relevant Licensed Products from Method123's website at www.method123.com. You shall maintain accurate and complete records of the number and location of the copies of the Licensed Products and supply such records to Method123 immediately upon request.

6 Maintenance and Additional Services

- 6.1 This agreement does not require you to use the current release level of the Licensed Products. We will not take responsibility for your use of out of date Licensed Products.
- 6.2 Method123 may, at its option, decide to make Updates available. If so, any additional terms and conditions for obtaining and using them will be notified on Method123's website.

7 Ownership

- 7.1 The Licensed Products, Original Content and all copies of them consist of proprietary information developed by Method123 which are and shall remain the exclusive property of Method123 and you shall have no right, title or interest in them, except as expressly set out in this agreement.
- 7.2 To assist Method123 in the protection of its proprietary rights, you shall:
 - 7.2.1 do all such acts and things as Method123 may reasonably require for the purpose of preserving or perfecting such rights; and
 - 7.2.2 permit representatives of Method123 to enter upon (at all reasonable times during normal working hours) any premises in which the Licensed Products and/or Original Content are or are reasonably believed by Method123, to be kept, stored or used and inspect your records of use of the Licensed Products and Original Content.

Method123 will use reasonable endeavours to minimise disruption to your business activities during such inspection.

- 7.3 Subject to clause 4.2.1, you shall not alter or remove any detail of ownership, copyright, trademark or other proprietary right connected with the Licensed Products and shall reproduce them exactly on any copies.

8 Warranty

- 8.1 You acknowledge that you have exercised your independent judgment in acquiring the Licensed Products and have not relied on any representation made by Method123 which has not been stated expressly in this agreement or upon any descriptions or illustrations or specifications contained on any web site or in any document including catalogues or publicity material produced by Method123.
- 8.2 Method123 does not warrant that the Licensed Products are error free, free from viruses, or suitable for your purposes. Any statement, condition or warranty, express or implied, statutory or otherwise, as to the quality, merchantability, or suitability or fitness for any particular purpose of the Licensed Products is excluded to the fullest extent permitted by law.
- 8.3 In the event any statute implies terms into this agreement which cannot be lawfully excluded, such terms will apply to this agreement, save that Method123's liability for breach of any such implied term will be limited, at Method123's option, to any one or more of the following:
- 8.3.1 replacing the goods to which the breach relates or the supply of equivalent goods;
 - 8.3.2 repairing such goods;
 - 8.3.3 paying the cost of replacing the goods or of acquiring equivalent goods;
 - 8.3.4 paying the cost of having the goods repaired; or
 - 8.3.5 refunding the relevant Fee.

9 Liability

In no event shall Method123 or its suppliers be liable for any loss or damage whatsoever (including, without limitation, special, indirect or consequential damages, damages for loss of profits, interruption, loss of information, or other pecuniary loss) arising out of use or inability to use the Licensed Products, even if advised of the possibility of such loss or damage. Because some jurisdictions do not allow an exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

10 Payment

- 10.1 A separate licence and Fee are required for each User of the Licensed Products and Original Content. You shall promptly pay any increase in the Fees due to an increase in the number of Users. That increase shall be calculated as set out on Method123's website. If Method123 discovers that you have under paid the Fees, Method123 may, in addition to its other rights and remedies, charge you for its reasonable costs and expenses incurred in conducting any audit and recovering moneys.
- 10.2 The Fees are expressed in US dollars and are inclusive of taxes and duties.

11 Termination

- 11.1 Method123 may, without prejudice to its other rights and remedies, terminate this agreement forthwith by written notice to you without incurring liability for such termination if you commit a breach of any material obligation of this agreement which can not be remedied or commit such a breach which can be remedied and fail to remedy it within thirty calendar days of receiving a written notice requiring it to be remedied.

12 Effect of Termination

- 12.1 Upon the expiry or termination (for whatever reason) of this agreement you shall promptly delete all copies of all Licensed Products from all computers and return to Method123 all other copies of the Licensed Products.

13 **Confidentiality**

Method123 has imparted and may from time to time impart to you certain confidential information relating to the Licensed Products. You shall use such confidential information solely for the purposes of this agreement and not disclose, whether directly or indirectly, to any third party, such information other than is required to carry out the purposes of this agreement. In the event of such disclosure, you will obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed to the same extent at least as you are so bound.

14 **Force Majeure**

Neither party shall be liable to the other if its performance of its obligations under this agreement (other than on obligation to pay money) is prevented or hindered due to any circumstances outside its control.

15 **Entire Agreement**

The parties have read and understand this agreement and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto. The parties irrevocably and unconditionally waive the right to claim damages and/or rescind this agreement as a result of misrepresentation unless such misrepresentation was made fraudulently.

16 **Severability**

In the event that any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, or such provision may be severed from this agreement and the remaining provisions of this agreement shall remain in full force and effect.

17 **Waiver & Variation**

No delay or failure of either party in enforcing against the other party any term or condition of this agreement and no partial exercise by either party of any right hereunder shall be deemed to be a waiver of any right of that party under this agreement. No variation or amendment to this agreement shall be effective unless in writing signed by authorised representatives of the parties.

18 **Assignment**

The licence granted under this agreement is personal to you and you shall not assign, part with or sublet any interest in it, grant any right under it to any third party or seek to exercise it for the benefit of or on behalf of any third party. Method123 may, on notice to you, assign its rights and obligations under this agreement to any person. Subject to the other provisions of this agreement, this agreement is binding upon and enures for the benefit of the parties' personal representatives, assigns and successors in title. You give us permission to use your company name on our licensed customer list.

19 **Notices & Law**

Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post or by fax or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number (with correct answerback) or correct electronic mail number of the addressee. This agreement is governed by and is to be interpreted in accordance with New Zealand law. Method123 and you irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.