BGL Software Subscription Agreement

Software

The Software covered by this agreement is Corporate Affairs System (CAS), CASLite +, CASLite, Simple Fund and Simple Ledger and any additional modules available for these products.

Use

BGL Corporate Solutions Pty Ltd (BGL) grants you (an entity or a person) a non exclusive, non transferable right to use the software contained in this package for the subscription period at one location in a single database in a single jurisdiction. Access to the software from another location within the jurisdiction through the use of a wide area network or installing the software on more than one computer at a location is permitted. Use of the software is limited to the maximum number of users, companies, funds and / or ledgers included in the subscription. The software may be installed on a network server for access by multiple workstations. Companies, funds and / or ledgers deleted from the software are included in the maximum number. Deleted companies cannot be reloaded onto CAS until after the subscription renewal date and deleted funds cannot be reloaded on Simple Fund for 18 months. You may not rent, lease, or sublicense the Software or permit the use of the Software on a timeshare or service bureau basis. Further, you may not host, on a subscription basis or otherwise, the Software or permit a third party to use the Software.

Support Services

During the subscription period, BGL will provide the subscriber the following support services (as outlined in the BGL Client Protocol):

- **Documentation** - Access to the extensive online documentation including help screens, training manuals and white papers available in each BGL product.
- **Email** - Regular email from BGL.
- **Website** - Access to the resources provided by BGL's Website including the BGL Wiki and training materials.
- **BGL Client Centre** - An invitation to register with the BGL Client Centre where clients can log support calls, chat with support consultants (when available), download software updates, renew and upgrade subscriptions, register for training sessions and seminars and access BGL's messaging service BGL Direct.
- **Update Service** - Access to unlimited downloads through the BGL Client Centre for software and documentation updates.

Training

BGL agrees to provide you with access to **hands on and update** product training courses. Training course fees are not included in subscription, except as follows:

- (a) Initial CAS, CASLite + and CASLite Subscriptions in Hong Kong and Singapore include one half days on-site training for up to 6 people.
- (b) Simple Fund Trustee Edition Package subscriptions include a Simple Fund Trustees Introduction Hands-on Training Course.

Supply

BGL agrees to provide you with the software by download through the BGL Client Centre.

Delivery

BGL will deliver new software electronically. BGL is not responsible for any government charges including import duties or taxes applied to the Software.

Updates

BGL reserves the right to issue updates and enhancements to the Software at any time. All efforts will be made to ensure the issue of updated software will not affect you.

Money Back Guarantee

The BGL software subscriptions come with a 30 day money back guarantee. You must notify BGL within 30 days of initial subscription payment to be entitled to a full refund. The money back guarantee for Singapore and Hong Kong subscriptions does not include the training portion of the Initial Subscription where training has been completed.

Compliance Guarantee

BGL guarantees that if a document prepared with the latest version of CAS or Simple Fund does not comply with a regulators' requirements and the subscriber is levied a non compliance penalty, BGL will reimburse the subscriber for that penalty. This guarantee does not apply to late lodgement penalties or where the subscriber does not complete the document correctly or omiss information from the document either intentionally or unintentionally.

Subscription Period / Payment

Your subscription period is shown on your subscription invoice and commences upon full payment of the Initial Subscription or your Annual Subscription Renewal fee. BGL does not provide services or software (including software updates) where subscriptions have expired. Payment methods include cheque, credit card (Visa, MasterCard and American Express) or Electronic Funds Transfer.

Registration

All BGL software subscriptions must be properly registered with BGL. Use of the software beyond the subscription period is not permitted and access to the software is not available.

Issue of Right to Use

BGL warrants to you that it is duly authorised by the Owner(s) of the Software to grant you the right to use the Software referred to herein.

Restrictions

You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Copyright

You acknowledge that any and all trade marks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Software shall remain the sole property of BGL or the Owner(s).

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Legal Use

You must not use this software to assist in any endeavour that breaks local or international laws or treaties.

Errors and Omissions

BGL or the Owner(s) of the Software shall not be held liable for any errors or omissions in the Software and shall not be held liable for any loss either consequential, direct or indirect incurred by you as a result of the use of the Software.

Privacy

BGL will collect information from you. BGL will handle your personal information in accordance with relevant laws. The BGL Privacy Policy is available to all subscribers on our Website.

Breach of this Agreement

Any breach by you of the terms and conditions of this agreement shall mean your right to use the Software is immediately revoked.

Change to this Agreement

BGL reserves the right to change or modify the terms of this agreement from time to time without notice.

Governing Law

This agreement is governed by the laws of the State of Victoria, Australia.

Further Information

For further information on this agreement, contact BGL at Suite 2, 606-608 Hawthorn Road (PO Box 8063), East Brighton, Victoria, 3187, Australia or through our Website at [www.bglcorp.com.au](http://www.bglcorp.com.au).

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