

masterspec Subscription Agreement

SUBSCRIBER DETAILS:

Full name of Organisation: (You, the subscriber) _____

Profession/nature of business: _____

Postal address: _____

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Contact Name: _____ Professional membership:

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MBF Other _____

Email: _____

You are a: new subscriber existing subscriber

Your operating system is: Windows® Macintosh™

Your version of Microsoft Word is: _____

Number of qualifying staff is: _____

★ As defined in *Subscribing to Masterspec*

Number of additional offices: _____

★ Please attach address and contact name for each office

Masterspec systems required: STANDARD ENGINEERING

★ Include any existing systems BASIC MINOR

Note: The terms and conditions of this subscription agreement apply to all CIL materials.

These materials include but are not confined to:

– The Masterspec systems – STANDARD, ENGINEERING, BASIC, MINOR

– The Masterspec tools – MasterspecLINK

which are provided to the subscriber specifically and only to assist with the preparation of project specifications.

FEE SCHEDULE

FEE CALCULATION Annual lump sum payment option

Annual fee for selected system/multi-system \$ _____

★ As defined in *Subscribing to Masterspec*

Additional office fee at \$100.00 per office \$ _____

Entrance fee (First year only) \$ _____

PAYMENT	Subtotal	\$
	GST @ 12.5%	\$
	Payable with order	\$
		★ Enclose cheque

FEE CALCULATION Monthly automatic payment option

Annual fee for selected system/multi-system \$ _____

★ As defined in *Subscribing to Masterspec*

Additional office fee at \$100.00 per office \$ _____

Subtotal \$ _____

GST @ 12.5% \$ _____

Subtotal \$ _____

Subtotal divided by 12 \$ _____

★ Enter this amount on AP form

INITIAL PAYMENT	Entrance fee	\$
	★ As defined in <i>Subscribing to Masterspec</i>	
	GST @ 12.5%	\$
	Payable with order	\$
		★ Enclose cheque

You have read and understood and agree to the terms and conditions stated in the Standard Terms and Conditions herein which includes 24 months minimum subscription period.

Signed for and on behalf of You _____ Date _____

Signed for and on behalf of CIL _____ Date _____

STANDARD TERMS AND CONDITIONS

You agree to subscribe to Construction Information Limited ("We/Our/Us") for access to and use of the Masterspec systems and tools set out in your Subscriber details, on the following terms and conditions:

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- shall where you have communicated, reproduced or used any CIL materials or related materials, indemnify us against any claim that such material has in any way caused loss to any person;
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- shall indemnify us for any loss we incur where you breach these terms and conditions;
- shall pay an annual subscription fee calculated in accordance with the then current Masterspec subscription fee schedule set out in our website (as amended by us from time to time) within 21 days of receipt of an invoice from us or by regular monthly automatic payments on the first day of each calendar month.

We:

- shall invoice you for your subscription fee calculated in accordance with the then current Masterspec subscription fee schedule set out in our website (which we may change from time to time);
- shall provide updated copies of Masterspec systems and tools subscribed to by you, at least annually, provided you have paid all amounts owing to us;
- shall not be liable for failure to provide Masterspec systems and tools and CIL materials for any reasons beyond our reasonable control;
- do not endorse any products profiled in branded sections, referred to by internet address, referenced in any part of the CIL materials, or accessed via the internet;

Confidentiality

- You may until your subscription has terminated disclose CIL materials in the normal course of project specification production provided that you take all reasonable steps to prevent any recipient of the CIL materials from disclosing the CIL materials other than as is reasonably required to utilise the project specifications. At all other times you shall keep CIL materials strictly confidential (except with our prior written consent in each case). The person named on your application shall be primarily responsible for administering your confidentiality obligations set out in this clause.

Internet

Where you access or obtain CIL materials or related data from the internet, by using Masterspec systems or tools or any other internet related link referenced in CIL materials, or otherwise:

- we do not accept any responsibility or liability in relation to any content on web sites that are not under our direct control and you shall use your own professional judgment and skill to determine the accuracy and appropriateness of such material;
- we will endeavour to ensure that MasterspecLINK is accessible at all times, provided you have paid all amounts owing to us under this agreement. However, access to the MasterspecLINK on-line service, or to any internet-related links referenced in CIL materials may be interrupted, restricted, or delayed from time to time and we are not liable for any direct or indirect damages or refunds in such circumstances;
- we do not represent or warrant that websites accessed or internet-related links referred to are free from viruses or other defects. You assume full responsibility for any loss, damage, or consequences resulting directly or indirectly from their use;
- we reserve the right to change, modify, suspend, or discontinue any or all parts of the MasterspecLINK service or any other internet-related facility at any time.

Termination

Your licence to use the CIL materials shall continue until terminated by written notice from either party to the other (which notice may be given at any time after 24 months from the date we first receive your subscription fee) or notice from us at any time if you are in breach of your obligations under these terms and conditions. On termination you shall:

- Immediately pay us all amounts outstanding under these terms and conditions;
 - not be entitled to use CIL materials in any way whatsoever;
 - at your own cost immediately return to us all CIL materials and Masterspec systems and tools, including associated software and hard copy materials supplied to you, or destroy all copies, electronic or otherwise, of such materials, and certify to us that such destruction has occurred, provided that you may retain and use CIL materials properly incorporated into project specifications during the currency of your licence.
- Where this subscription is for more than one Masterspec system or tool the above termination clauses refer to the system or tool for which subscription is to be terminated. For the remaining subscribed Masterspec systems or tools these terms and conditions remain in full force.

Survivorship

Your indemnity and confidentiality obligations and any obligations arising on termination shall survive the termination of these terms and conditions.

Governing Law

These terms and conditions are governed by New Zealand law and the New Zealand courts shall have non-exclusive jurisdiction to hear and determine all matters arising in relation to these terms and conditions.

Warning

The Masterspec systems contain guidance notes and internet links that may be misunderstood or misused by others. These characteristics should be removed, or the document locked, before delivering a project specification electronically.

Please send this form, together with your cheque to:

CONSTRUCTION INFORMATION LIMITED, PO BOX 108 214, AUCKLAND