

END-USER LICENCE AGREEMENT

This is a legally binding agreement between you (“**the User**”) and the company described at the end of this agreement (“**Owner**”) regarding the software product described at the end of this agreement and all related printed or electronic documentation provided by Owner (collectively “**Software**”). By installing, copying or otherwise using any part of the Software you agree to be bound by the terms of this agreement.

1. Licence

Owner licenses the User to use the Software on the following conditions:

- (a) The User must only use the Software in conjunction with a single computer. The Software is licensed as a single product and its component parts must not be separated for use in conjunction with more than one computer.
- (b) The licence is non-exclusive and must not be transferred, assigned or dealt with in any way. The User may only use the Software for the User’s own internal purposes and must not sublicense, lease or loan the Software or any part of it to any other person.
- (c) The User must not copy, reproduce or transmit all or part the Software, except to the extent (if any) expressly permitted by this agreement, or by law where any right to do so cannot be excluded.
- (d) The User must not reverse engineer, decompile or disassemble the Software or otherwise reduce it to a human readable form, except to the extent that doing so is expressly permitted by law and any right to do so cannot be excluded.
- (e) Any other rights of the User in relation to the Software expressly conferred by law are limited to the extent permitted by law. All rights not expressly conferred by law or contained in this agreement are excluded to the extent permitted by law.

2. Termination

The above licence will automatically terminate, without notice to the User, if the User breaches any term of this agreement.

In addition, despite this agreement, the above licence is invalid and will automatically terminate, without notice to the User, if the User has not obtained the Software from Owner or an authorised distributor of Owner.

Upon termination of the licence, the User must immediately destroy or return to Owner the original and all copies of the Software and will have no right to any refund of any amount paid for it.

3. Ownership

All copyright in the Software (or copy of any part of it, whether or not incorporated into any other software), any related patent or other intellectual property right, remains the property of Owner (or its licensors). This agreement grants the User a licence to use the Software, and the Software is not sold to the User.

4. Maintenance and support

No maintenance or support for the Software is provided by Owner under this agreement.

5. User remedies

To the extent permitted by law, and except as expressly provided in this agreement, all terms, conditions, warranties and representations (in each case whether express, implied, statutory or otherwise) relating in any way to this agreement or the Software are excluded.

To the extent permitted by law, any liability of Owner in relation to the Software, whether under the above limited warranty or under any term, condition, warranty, undertaking, inducement or representation that by law cannot be excluded or that is not otherwise excluded by this agreement is, where permitted by law, limited at the option of Owner to the replacement, repair or resupply of the Software or the cost of same.

To the extent permitted by law, any liability of ours in connection with the Software or this agreement:

- (a) under any condition or warranty that by law cannot be excluded;
- (b) under any guarantee or other right under any statute; or
- (c) on any other basis (including contract or negligence)

is, where permitted by law, limited at our option to the replacement, repair or resupply of the Software or payment of the cost of same

To the extent permitted by law, and without limiting the above, Owner excludes:

- (i) all liability in respect of any indirect or consequential damage, expense or loss; and
- (ii) in any event, any liability for business interruption, lost profits or goodwill or lost or corrupted data,

suffered or incurred by the User, directly or indirectly, in relation to the supply of the Software.

6. Applicable law

This agreement is governed by and construed in accordance with the laws of Victoria, Australia. The User submits to the non-exclusive jurisdiction of its courts and agrees that any lawsuit must be heard in those courts.

Company (Owner)
(including ACN / ABN):

Company address:

Software:
