

**Note:**

The full version of the licence agreement that applies to the organisation where this computer is installed may be obtained from the management of the organisation.

The following are the warranty and intellectual property provisions that apply to the use of this software.

## **PART 4. WARRANTY**

Section 4.01 Continuation: The terms and provisions of this Part 4 shall survive termination of this Licence.

Section 4.02 Limited Software Warranty: Subject to this Agreement, Licensor warrants that:

- (a) to the best of its knowledge and belief it has the right and authority to grant the licence; and
- (b) the media on which the Application is supplied is free of defects in materials and workmanship under normal use.

Section 4.03 Software Warranty Exclusions: Subject to provisions elsewhere and to the extent permitted by law Licensor does not warrant that:

- (a) the Software is error free or that all errors can or will be corrected; or
- (b) use of the Software will be uninterrupted; or
- (c) the Software will meet Licensee's particular requirements, whether known to Licensor or not; or
- (d) the Software will function correctly on the Licensee's particular computer equipment; or
- (e) the Software will provide any function not designated in the Software Documentation; or
- (f) the Software is of merchantable quality or fit for a particular purpose, whether known to Licensor or not.

Section 4.04 Other Warranties: Subject to provisions elsewhere, Licensor acknowledges that the only warranties in relation to any other software product apart from the Software or the supply thereof are those contained in the licence from the third party supplier of that software.

Section 4.05 Limitation of Liability:

- (a) In the event that this Agreement constitutes a supply of goods and services to a consumer as defined in the Trade Practices Act 1974 (Cth), or relevant State legislation (the "Acts") nothing contained in this Agreement excludes, restricts or modifies in relation to this Agreement and the goods and services to be supplied hereunder any condition, warranty, right or remedy which pursuant to the Acts is applicable or is conferred on the Licensor or any third party where to do so is unlawful.
- (b) In the event of a breach by Licensor of a condition, warranty or right referred to in this section, Licensor's liability for such breach shall be limited (except to the extent specifically set out in this Agreement) to:
  - (i) In the case of the Software, at the sole option of Licensor:
    - 1) The replacement of the Software; or
    - 2) The making good of any defect acknowledged by the Licensor; or

- 3) The refund of the licence fee of the Software.
- (ii) In the case of services, at the sole option of Licensor:
  - 1) The supply of the services again; or
  - 2) Refund of the fee for such services.

Section 4.06 Subject to this clause, all conditions and warranties which would or might otherwise be implied in this Agreement are hereby excluded to the extent permitted by law.

Section 4.07 Other than as set out in this Section, under no circumstances will Licensor be liable for any loss, damage or injury (including without limitation any loss of profits, indirect, incidental, or consequential loss, damage or injury) arising from the supply or use of Software, or any other applications or services supplied under this Agreement, any failure by Licensor to perform any obligation or observe any term of this Agreement or any loss of data suffered by Licensee in connection with use of Software. Neither Licensor nor Licensee shall be liable in any circumstances whatsoever for any failure to perform any obligations to be performed by Licensor or Licensee where such failure is due to any cause beyond the reasonable control of Licensor or Licensee.

## **PART 5. INTELLECTUAL PROPERTY**

Section 5.01 Continuation: The terms and provisions of this Part 4 shall survive termination of this Licence.

Section 5.02 Ownership and Title: Title to the Software and Documentation including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of Licensor.

Section 5.03 Reverse Engineering: Licensee shall not reverse engineer the Software.

Section 5.04 Confidentiality: Licensee hereby acknowledges that the Software and the Documentation may contain information that may be trade secrets and be proprietary to Licensor. Licensee hereby agrees not to disclose such information except to persons and organizations expressly authorized by Licensor to receive such information. Licensee shall not remove or alter any copyright notices or proprietary legends affixed by Licensor to the Software.

Section 5.05 The obligation of confidence in clause 5.04 does not apply to Confidential Information that is:

- (a) required to be disclosed by applicable Law provided that the recipient discloses the minimum amount of Confidential Information required to satisfy the Law or rules and, before disclosing any information, the recipient provides a reasonable amount of notice to the discloser and exhausts all reasonable steps (whether required by the discloser or not) to maintain such Confidential Information in confidence;
- (b) in the public domain otherwise than as a result of a breach of this agreement or another obligation of confidence;

Section 5.06 Copies: Licensor shall make available in electronic form to Licensee an additional copy of the Software and Documentation for back-up use on the Computer. Licensee shall not copy the Software or Documentation and shall not allow the Software or Documentation to be copied without the prior written consent of Licensor.