

AXION CONTROL SYSTEMS SOFTWARE LICENCE AGREEMENT ASIA-PACIFIC AND ALL OTHER COUNTRIES

IMPORTANT, PLEASE READ THIS FIRST. THIS IS A LICENCE AGREEMENT.

AXION CONTROL SYSTEMS IS WILLING TO LICENCE THE ACCOMPANYING SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENCE AGREEMENT AND ANY SUPPLEMENTARY OR UNIQUE LICENCE TERMS INCLUDED HEREWITH ("AGREEMENT").

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE SELECTING THE **"I ACCEPT"** BUTTON AT THE BOTTOM OF THE PAGE. BY SELECTING THE **"I ACCEPT"** BUTTON, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THE LICENCE AGREEMENT AND THE SOFTWARE WILL BE INSTALLED. YOU MAY PRINT THIS AGREEMENT BY SELECTING **"PRINT"** BELOW.

IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT AND YOU DO NOT AGREE TO ALL OF ITS TERMS AND CONDITIONS, SELECT **"I REJECT"** -- WHICH WILL CANCEL THE LOADING OF THE SOFTWARE -- AND, WITHIN THIRTY (30) DAYS, RETURN THIS SOFTWARE, THE SOFTWARE PACKAGE AND ALL OTHER ITEMS IN THE PACKAGE, WITH DATED PROOF OF PURCHASE TO THE LOCATION WHERE YOU ACQUIRED IT FOR A FULL REFUND.

YOUR USE OF THE SOFTWARE ALSO INDICATES YOUR ASSENT TO BE BOUND BY THE LICENCE TERMS SET FORTH HEREIN.

COPYING OF THIS COMPUTER PROGRAM OR ITS DOCUMENTATION EXCEPT AS PERMITTED BY THIS LICENCE IS COPYRIGHT INFRINGEMENT UNDER THE LAWS OF YOUR COUNTRY. IF YOU COPY THIS COMPUTER PROGRAM WITHOUT PERMISSION OF AXION CONTROL SYSTEMS, YOU ARE VIOLATING THE LAW. YOU MAY BE LIABLE TO AXION CONTROL SYSTEMS FOR DAMAGES, AND YOU MAY BE SUBJECT TO CRIMINAL PENALTIES.

1. GRANT OF LICENCE

AXION CONTROL SYSTEMS PTY LTD ("AXION CONTROL SYSTEMS") GRANTS YOU A NONEXCLUSIVE, NONTRANSFERABLE LICENCE TO USE THE ENCLOSED PROGRAM (THE "SOFTWARE") AND ITS PRINTED MANUAL AND OTHER ACCOMPANYING MATERIAL ("DOCUMENTATION") WITH EQUIPMENT OWNED BY YOU OR UNDER YOUR CONTROL, ACCORDING TO THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT. THIS LICENCE AGREEMENT PERMITS A SINGLE USER TO INSTALL AND USE THE SOFTWARE ON ONLY ONE COMPUTER AT ONE LOCATION AT ANY ONE TIME. HOWEVER, IF THIS SOFTWARE IS BEING LICENCED TO YOU FOR USE OVER A NETWORK (CERTAIN PRODUCTS ONLY WHICH ARE IDENTIFIED AS NETWORK VERSIONS), YOU MAY OPERATE THE SOFTWARE AS A MULTIPLE-USER INSTALLATION WITH EITHER:

- I. THE MAXIMUM NUMBER OF CONCURRENT USERS BEING ONE (1) SO THAT MULTIPLE INDIVIDUALS MAY ACCESS THE SOFTWARE, BUT THAT ONLY ONE PERSON AT A TIME MAY DO SO, OR
- II. THE MAXIMUM NUMBER OF CONCURRENT USERS BEING TWO (2) OR MORE, IN WHICH CASE YOU MUST BUY THE FIRST COMPLETE SOFTWARE PACKAGE AND ALSO A SPECIFIED NUMBER OF LICENCES FOR EACH ADDITIONAL CONCURRENT USER.

DEMO VERSIONS: IF THIS SOFTWARE IS A DEMO VERSION, YOU MAY USE IT ONLY FOR THE PURPOSE OF EVALUATION, TRAINING AND INSTRUCTION, AND FOR NO OTHER PURPOSE. IF THIS SOFTWARE IS A STUDENT VERSION, IT MAY BE USED ONLY BY THE STUDENT WHO ACQUIRED IT, AND ONLY FOR STUDY AND INSTRUCTION.

BACK-UP COPY: REGARDLESS OF WHICH VERSION OF THE SOFTWARE YOU HAVE ACQUIRED,

THIS LICENCE PERMITS YOU TO MAKE ONLY ONE ARCHIVAL (BACK-UP) COPY OF THE SOFTWARE. SUCH ARCHIVAL COPY MAY NOT BE INSTALLED ON ANOTHER COMPUTER, UNLESS SUCH COMPUTER IS A PARTITIONED DRIVE OF A SERVER TO WHICH ONLY THE AUTHORIZED USER HAS ACCESS. IN ANY EVENT, THE ARCHIVAL COPY MAY NOT BE USED OR INSTALLED AS LONG AS ANOTHER COPY OF THE SOFTWARE IS INSTALLED ON ANY COMPUTER. IF THE DOCUMENTATION IS IN PRINTED FORM, IT MAY NOT BE COPIED. IF THE DOCUMENTATION IS IN ELECTRONIC FORM, YOU MAY PRINT OUT ONE (1) COPY, WHICH MAY NOT BE COPIED.

UPGRADES: IF THIS SOFTWARE IS LABELED AS AN UPGRADE TO SOFTWARE PREVIOUSLY LICENCED TO YOU, YOU MUST DESTROY ALL COPIES OF THE SOFTWARE PREVIOUSLY LICENCED TO YOU REPLACED BY THIS SOFTWARE, INCLUDING ANY COPIES RESIDENT ON YOUR HARD DISK DRIVE, AND RETURN THE HARDWARE LOCK, IF ANY, WHICH ACCOMPANIED THE SOFTWARE PREVIOUSLY LICENCED TO YOU (UNLESS AXION CONTROL SYSTEMS EXPLICITLY NOTIFIES YOU THAT THE HARDWARE LOCK IS TO BE USED WITH THE UPGRADE), WITHIN SIXTY DAYS OF ACQUIRING THIS SOFTWARE. AXION CONTROL SYSTEMS RESERVES THE RIGHT TO REQUIRE YOU TO SHOW SATISFACTORY PROOF THAT PREVIOUS COPIES OF THE SOFTWARE HAVE BEEN DESTROYED. IF THE HARDWARE LOCK IS NOT RETURNED WITHIN THE STIPULATED PERIOD, AXION CONTROL SYSTEMS RESERVES THE RIGHT, WITHOUT LIMITATION, TO CHARGE YOU, AND YOU SHALL PAY, THE DIFFERENCE IN PRICE BETWEEN THE UPGRADE LICENCE PRICE AND THE SUGGESTED RETAIL PRICE OF THIS SOFTWARE. SOFTWARE PATCHES, IF ANY, PROVIDED TO YOU BY AXION CONTROL SYSTEMS OR AN AUTHORIZED THIRD-PARTY IN CONNECTION WITH THE SOFTWARE LICENCED TO YOU HEREUNDER, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT UNLESS OTHERWISE SPECIFIED AT THE TIME OF DELIVERY.

AUTHORIZATION CODE: IF THIS SOFTWARE REQUIRES AN AUTHORIZATION CODE, YOU MUST PURCHASE THE SOFTWARE AND REGISTER YOUR PURCHASE OF THIS SOFTWARE WITH AXION CONTROL SYSTEMS BEFORE AN AUTHORIZATION CODE SHALL BE ISSUED TO YOU.

2. RESTRICTIONS: YOU MAY NOT:

1. COPY THE SOFTWARE OR DOCUMENTATION EXCEPT AS PERMITTED BY THIS LICENCE.
2. REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE THE SOFTWARE EXCEPT TO THE EXTENT PERMITTED BY LAW WHERE THIS IS INDISPENSABLE TO OBTAIN THE INFORMATION NECESSARY TO ACHIEVE INTEROPERABILITY OF AN INDEPENDENTLY CREATED PROGRAM WITH THE SOFTWARE OR WITH ANOTHER PROGRAM AND SUCH INFORMATION IS NOT READILY AVAILABLE FROM AXION CONTROL SYSTEMS OR ELSEWHERE. YOU MAY NOT DECOMPILE THE SOFTWARE IF SUCH INFORMATION IS AVAILABLE BY LICENSING ANY AXION CONTROL SYSTEMS SOFTWARE DEVELOPER'S KIT THROUGH AN AUTHORIZED AXION CONTROL SYSTEMS RESELLER OR YOUR LOCAL AXION CONTROL SYSTEMS OFFICE.
3. DISTRIBUTE, RENT, LOAN, LEASE, SELL, SUBLICENCE OR OTHERWISE TRANSFER ALL OR PART OF THE SOFTWARE, DOCUMENTATION OR ANY RIGHTS GRANTED HEREUNDER TO ANY OTHER PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF AXION CONTROL SYSTEMS.
4. REMOVE, ALTER OR OBSCURE ANY PROPRIETARY NOTICES, LABELS OR MARKS FROM THE SOFTWARE OR DOCUMENTATION.
5. MODIFY, TRANSLATE, ADAPT, ARRANGE OR CREATE DERIVATIVE WORKS BASED ON THE SOFTWARE OR DOCUMENTATION FOR ANY PURPOSE.
6. UTILIZE ANY EQUIPMENT, DEVICE, SOFTWARE OR OTHER MEANS DESIGNED TO CIRCUMVENT OR REMOVE ANY FORM OF COPY PROTECTION USED BY AXION CONTROL SYSTEMS IN CONNECTION WITH THE SOFTWARE, OR USE THE SOFTWARE TOGETHER WITH ANY HARDWARE LOCK, AUTHORIZATION CODE, SERIAL NUMBER, OR OTHER COPY PROTECTION DEVICE NOT SUPPLIED BY AXION CONTROL SYSTEMS DIRECTLY OR THROUGH AN AUTHORIZED AXION CONTROL SYSTEMS RESELLER.
7. USE THE SOFTWARE OR DOCUMENTATION OUTSIDE OF THE COUNTRY IN

- WHICH IT WAS PURCHASED.
8. EXPORT THE SOFTWARE OR DOCUMENTATION IN VIOLATION OF THE AUSTRALIAN GOVERNMENT OR OTHER APPLICABLE EXPORT CONTROL LAWS.

3. COPYRIGHT

TITLE AND COPYRIGHTS TO THE SOFTWARE, DOCUMENTATION AND ACCOMPANYING MATERIALS AND ANY COPIES MADE BY YOU REMAIN WITH AXION CONTROL SYSTEMS. UNAUTHORIZED COPYING OF THE SOFTWARE OR DOCUMENTATION, OR FAILURE TO COMPLY WITH THE ABOVE RESTRICTIONS, WILL RESULT IN AUTOMATIC TERMINATION OF THIS LICENCE.

4. LIMITED WARRANTIES/YEAR 2000 WARRANTY

AXION CONTROL SYSTEMS WARRANTS THAT: (1) FOR A 90 DAY PERIOD BEGINNING ON THE DATE OF DELIVERY OF THE SOFTWARE TO YOU AS EVIDENCED BY YOUR RECEIPT, THE SOFTWARE WILL PROVIDE THE FACILITIES AND FUNCTIONS GENERALLY DESCRIBED IN THE DOCUMENTATION AND THAT THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED, THE DOCUMENTATION ACCOMPANYING THE SOFTWARE, AND ANY HARDWARE LOCK OR OTHER COPY PROTECTION DEVICE ACCOMPANYING THE SOFTWARE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE, AND (2) THAT THE SOFTWARE UNDER NORMAL USE SHALL BE ABLE TO ACCURATELY PROCESS DATE AND TIME DATA FROM, INTO AND BEYOND THE YEAR 2000 INCLUDING LEAP YEAR CALCULATIONS.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AXION CONTROL SYSTEMS MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH YOU, AND AXION CONTROL SYSTEMS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AXION CONTROL SYSTEMS DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN ADDITION TO THE ABOVE WARRANTY RIGHTS, YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

AXION CONTROL SYSTEMS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THE WARRANTIES MADE IN THIS LICENCE AGREEMENT WILL BE, AT AXION CONTROL SYSTEMS' OPTION, TO ATTEMPT TO CORRECT OR WORK AROUND ERRORS, TO REPLACE THE DEFECTIVE MEDIA; DOCUMENTATION OR COPY PROTECTION DEVICE, OR TO REFUND THE LICENCE FEE AND TERMINATE THIS LICENCE. THIS REMEDY IS SUBJECT TO THE RETURN OF THE DEFECTIVE MEDIA, DOCUMENTATION OR COPY PROTECTION DEVICE WITH A COPY OF YOUR RECEIPT TO YOUR LOCAL AXION CONTROL SYSTEMS OFFICE OR TO THE AUTHORIZED AXION CONTROL SYSTEMS RESELLER FROM WHOM IT WAS OBTAINED WITHIN NINETY (90) DAYS FROM THE DATE OF ITS DELIVERY TO YOU. FOLLOWING EXPIRATION OF THIS NINETY (90)-DAY PERIOD, AXION CONTROL SYSTEMS WILL REPLACE ANY DEFECTIVE OR DAMAGED COPY PROTECTION DEVICE IN RETURN FOR PAYMENT OF AN AMOUNT WHICH COVERS THE COST OF A REPLACEMENT DEVICE PLUS A FEE FOR HANDLING AND SHIPMENT.

5. DISCLAIMER

THE SOFTWARE IS A TOOL INTENDED TO BE USED BY TRAINED PROFESSIONALS ONLY. IT IS NOT A SUBSTITUTE FOR YOUR PROFESSIONAL JUDGMENT. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SOFTWARE, THE SOFTWARE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. AXION CONTROL SYSTEMS SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE. PERSONS USING THE SOFTWARE ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS.

PERSONS USING THE SOFTWARE ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY PROGRAM OUTPUT, INCLUDING ALL ITEMS DESIGNED BY USING THE SOFTWARE.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL AXION CONTROL SYSTEMS, ITS EMPLOYEES, DIRECTORS, OFFICERS, SUPPLIERS, AGENTS, PARTNERS AND ASSOCIATES BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF AXION CONTROL SYSTEMS OR ANY AXION CONTROL SYSTEMS RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU ACKNOWLEDGE THAT THE LICENCE FEE REFLECTS THIS ALLOCATION OF RISK.

AXION CONTROL SYSTEMS SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM LOSS OR THEFT OF THE SOFTWARE OR OF ANY COPY PROTECTION DEVICE WITH WHICH THE SOFTWARE IS SUPPLIED. SPECIFICALLY, AXION CONTROL SYSTEMS SHALL NOT BE OBLIGATED TO REPLACE ANY LOST OR STOLEN SOFTWARE OR COPY PROTECTION DEVICE. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING THE SOFTWARE AND ANY COPY PROTECTION DEVICE FROM LOSS OR THEFT AND PROTECTING YOUR INVESTMENT THROUGH INSURANCE OR OTHERWISE. THE ABOVE LIMITATION MAY NOT APPLY TO YOU BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7. LEGAL OWNERSHIP OF THE GOODS (INCLUDING LICENCE)

AXION CONTROL SYSTEMS RESERVES FULL LEGAL OWNERSHIP OF ALL GOODS PROVIDED TO YOU BY AXION CONTROL SYSTEMS, UNTIL ALL ACCOUNTS OWED BY YOU TO AXION CONTROL SYSTEMS ARE FULLY PAID. WITHOUT ACCEPTING ANY CONSEQUENTIAL OR TANGENTIAL LIABILITY, AXION CONTROL SYSTEMS RESERVES THE RIGHT TO REDUCE, LIMIT AND / OR WITHDRAW ITS SERVICES AND THAT OF ITS PRODUCTS WITHOUT NOTICE AND AT ANY TIME UNTIL SUCH TIME THAT ALL ACCOUNTS OWED BY YOU ARE FULLY PAID TO AXION CONTROL SYSTEMS.

8. GENERAL

- A. THIS LICENCE SHALL TERMINATE WITHOUT FURTHER NOTICE OR ACTION BY AXION CONTROL SYSTEMS IF YOU, THE LICENCEE, SHALL BECOME BANKRUPT, MAKE AN ARRANGEMENT WITH YOUR CREDITORS OR GO INTO LIQUIDATION.
- B. THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UN CONVENTION ON CONTRACTS FOR THE SALE OF GOODS; RATHER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF VICTORIA, AUSTRALIA. THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN US AND SUPERSEDES ANY OTHER COMMUNICATIONS OR ADVERTISING WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR AUTHORIZED AXION CONTROL SYSTEMS RESELLER.
- C. IF ANY PROVISION OF THESE LICENCE CONDITIONS IS FOUND TO BE INVALID OR OTHERWISE UNENFORCEABLE, THE FURTHER CONDITIONS OF THIS LICENCE WILL REMAIN FULLY EFFECTIVE AND THE PARTIES WILL BE BOUND BY OBLIGATIONS WHICH APPROXIMATE, AS CLOSELY AS POSSIBLE, THE EFFECT OF THE PROVISION FOUND INVALID OR UNENFORCEABLE, WITHOUT BEING THEMSELVES INVALID OR UNENFORCEABLE.
- D. IF YOU HAVE ANY QUESTIONS PLEASE SEND WRITTEN INQUIRES TO: AXION CONTROL SYSTEMS PTY LTD, CUSTOMER SERVICE, UNIT 56 / 148 CHESTERVILLE ROAD CHELTENHAM VICTORIA 3192, AUSTRALIA.