



## **Prodacapo Software Licence Agreement**

**This Software Licence Agreement is made and entered into on the sale day (ie. Invoice Date) between (“the Parties”):**

**Prodacapo AB, reg. no 556490-5312, PO Box 848, SE – 891 18 Örnsköldsvik, Sweden, a limited liability company incorporated and existing under Swedish law,**

**And**

**The User, a company or other organisation, incorporated and existing under Australian law,**

**In respect of Prodacapo Software**

### **1. GRANT OF LICENCE**

1.1 Prodacapo AB grants The User a non-exclusive licence to the Prodacapo Software, and the user documentation (the "Documentation") accompanying Prodacapo Software in accordance with this Agreement.

### **2. COPYRIGHT**

2.1 Prodacapo Software is owned by Prodacapo AB and is protected by Swedish and international copyright laws. The User agrees to use the Prodacapo Software in accordance with copyright laws.

2.2 The User's rights to the software are restricted to a limited right of usage of the Prodacapo software in compliance with this licence agreement, and The User has no ownership rights to Prodacapo Software, excluding the ownership of the physical media.

2.3 The User has no right to transfer the use of Prodacapo Software to another party.

### **3. LICENCE FEE**

3.1 The validity of the licence is conditional on payment of a licence fee for Prodacapo Software on terms laid down by Prodacapo AB. The licence fee, and the first year's Support & Update Agreement fee, are shown in Schedule P, and will be invoiced on delivery and payable within 30 days.

### **4. TERMINATION OF THE LICENCE**

4.1 This licence will terminate if the User fails to comply with any term or condition of this Agreement. The User agrees that upon such termination The User shall return to Prodacapo AB, the Prodacapo Software together with all copies and related Documentation in any form.

### **5. SUPPORT AND SOFTWARE UPDATES**

5.1 All new versions or releases that are provided to The User shall be governed by the terms of this Agreement. In order to obtain such new versions or releases, The User must enter into a separate support and maintenance agreement with Prodacapo AB, or it's nominated agent.

### **6. COPYING AND USAGE**

6.1 The User is granted the right to use one copy of the Prodacapo Software as specified in the Invoice Schedule, that forms part of this agreement.

6.2 The User may install the software on a network server(s) to be used by the specified number of users for the installation, as set out in Invoice Schedule, or as amended through subsequent agreement by the order of additional user licenses and / or new modules.

6.3 The User may copy the software solely for back-up purposes. There are no limits upon the copying of underlying database(s).

6.4 The User may not change Prodacapo Software code for any purpose. The User may not copy the Prodacapo Software code or a translation of the code or in any way try to utilise out the code, except as permitted by mandatory law, and then only if the necessary information, has not been provided by Prodacapo AB on a written request.

6.5 The User shall not copy or reproduce the Documentation in any manner. Labeling or details of an existing patent, copyright or copyright labeling in a program or on a medium on Prodacapo Software or the Documentation is made available shall be preserved by The User and may not be modified.

## **7. DELIVERY**

7.1 Prodacapo AB has the choice of when and how delivery of Prodacapo Software shall be made and is not responsible for installation of Prodacapo Software.

## **8. LIMITED WARRANTY**

8.1 Prodacapo AB warrants that Prodacapo Software shall be free from defects in materials and workmanship and will perform substantially in accordance with the Documentation for a period of NINETY (90) DAYS from the date of installation by The User. If a defect covered by this warranty occurs during this period, The User can return the Prodacapo Software CD/Disk package to Prodacapo AB for replacement.

8.2 Except to the extent such limitation is precluded by operation of law, Prodacapo AB's entire liability according to the warranty is limited to, at the choice of Prodacapo AB, either:

- a) refunding the licence fee upon return of the non-conforming Prodacapo Software CD/Disk package and a copy of your receipt or;
- b) repairing or replacing the non-conforming Prodacapo Software CD/Disk package upon its return to Prodacapo AB,

in each case provided that Prodacapo AB has been informed of the warranty claim before the expiration of the warranty period.

A replacement Prodacapo Software CD/Disk package will be warranted for the remainder of the original warranty period or 30 days, whichever is the longer.

8.3 Prodacapo AB's limited warranty is void if a breach of the warranty has resulted from:

- (a) defects caused by faults in the hardware, operating system or other system programs,
- (b) defects caused by your use of Prodacapo Software on hardware, or in connection with other software, not intended for combination with Prodacapo Software as set out in accordance with the specifications supplied, or
- (c) defects resulting from the use of Prodacapo Software in a way inconsistent with the it's intended use as set out in the Documentation,
- (d) or through accident, misuse or neglect of Prodacapo Software by The User staff or any other third party outside Prodacapo AB's control.

## **9. EXCLUSION OF OTHER WARRANTIES**

9.1 Except to the extent such limitation is precluded by the operation of law, in no event shall Prodacapo AB be liable for any incidental, indirect, special or consequential damages, including, but not limited to loss of use, revenues, profits or savings, even if Prodacapo or it's nominated agent knew or should have known of the possibility of such damages.

## **10. DISPUTE RESOLUTION**

10.1 The parties will endeavour to resolve any dispute, speedily, by negotiation.

10.2 If the dispute is not resolved by negotiation, then before either party has recourse to litigation, the party must submit the dispute for expert determination. If the parties do not agree upon an independent expert ("Expert"), either may request the Secretary General of the Australian Commercial Disputes Centre to nominate an Expert.

## **11. LAW AND LEGAL DISPUTES**

11.1 This Agreement shall be governed by the laws of New South Wales, and be subject to the jurisdiction of New South Wales courts.