

Software License Agreement (Purchased, Rental and Demo Versions)

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1. YOU WILL USE THE LICENSED MATERIALS FOR YOUR OWN BENEFIT AND PERSONALLY ACCEPT, AGREE TO, AND INTEND TO BE BOUND BY THESE TERMS; OR
2. YOU ARE AUTHORIZED TO, AND INTEND TO BE BOUND BY, THESE TERMS ON BEHALF OF YOUR COMPANY.

IF YOU DO NOT ACCEPT THESE TERMS, YOU CANNOT USE THE SOFTWARE.

Licensor: Devotech Oceania Limited, a company organized under the laws of New Zealand.

And

Licensee: The person or company installing and using this software.

1. Definitions

“Software” refers to the Licensor’s proprietary computer program known as “Devotech iDAS” provided in object code form, including any associated libraries, catalogs, documentation, updates, and demo versions supplied by the Licensor.

“Demo Software” refers to a limited version of the Software provided solely for trial and evaluation purposes.

2. Licence Grant

2.1 Subject to the terms of this Agreement, the Licensor grants the Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to install and use one copy of the Software.

2.2 Rental Software may be used in a production environment and for commercial purposes only during the Rental Period.

2.3 Demo Software may be used internally for evaluation purposes, in both production and non-production environments, and for commercial purposes only during the Evaluation Period, at the Licensee’s own risk.

3. Restrictions

3.1 Licensee will not:

- (a) Copy, modify, or create derivative works of any part of the Software;
- (b) Reverse engineer, decompile, or disassemble the Software, except as permitted by law;
- (c) Remove or alter any trademark, logo, copyright, or other proprietary notices;
- (d) Provide, disclose, lease, lend, or otherwise make the Software available to any third party;
- (e) Use the Software in a time-sharing, outsourcing, or service bureau environment.

3.2 The Licensee will use the Software in accordance with all applicable laws.

4. Ownership

4.1 The Licensor retains all rights, title, and interest in and to the Software and all related intellectual property rights. This Agreement grants the Licensee a limited right of use without transferring title or ownership.

4.2 No rights are granted to the Licensee except as expressly set forth in this Agreement.

5. Confidentiality

5.1 Each party ("Recipient") will keep confidential and not disclose the other party's ("Discloser") non-public, proprietary information ("Confidential Information") except to its employees and contractors who require access and are bound by confidentiality obligations at least as protective.

5.2 The above obligations do not apply to information that is: (a) already public through no breach; (b) lawfully received from a third party; (c) independently developed without reference to the Confidential Information; or (d) disclosed pursuant to law or court order (with prompt notice and cooperation for protective relief).

5.3 These obligations survive termination of this Agreement for a period of three (3) years.

6. Evaluation Period and Termination

6.1 The Evaluation/Rental Period will commence on the installation date and continue for the evaluation/rental period, unless terminated sooner by either party with written notice.

6.2 Upon expiry or termination of the Evaluation/Rental Period, the Licensee will promptly discontinue all use of the Demo/Rental Software and destroy all copies of the Licensed Materials in their possession, custody, or control, and provide the Licensor with a written statement signed by an authorized representative certifying such destruction.

6.3 Sections 3, 4, 5, 8, 9, and 10 will survive termination or expiry.

6.4 Without prejudice to any other rights, the Licensor may terminate this Agreement and the Licensee's right to use the Licensed Materials with no liability upon written notice if the Licensee fails to comply with the terms of this Agreement or is acquired.

7. Support and Updates

7.1 The Licensor is under no obligation to provide support, maintenance, or updates for Demo Software.

8. Warranties and Disclaimers

8.1 The Software is provided "as is" without any warranty, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement.

8.2 The entire risk arising out of the use or performance of the Software remains with the Licensee.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, the Licensor's total aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, will not exceed the purchase price of the Software. In such instances where liability applies, the Licensor's sole option will be either returning the price paid for the Software or repairing/replacing the Software. This limited warranty does not cover failures caused by accidents, abuse, or misapplication.

9.2 The Licensor will not be liable for any indirect, consequential, punitive, exemplary, or special damages, including lost profits, even if advised of the possibility.

10. Governing Law and Dispute Resolution

10.1 This Agreement is governed by the laws of New Zealand, excluding its conflict of laws principles.

10.2 The parties submit to the non-exclusive jurisdiction of the New Zealand courts for all disputes arising out of this Agreement.

11. General

11.1 No waiver will be effective unless in writing.

11.2 This Agreement constitutes the entire agreement between the parties relating to its subject and supersedes all prior communications.

11.3 Any variations to this Agreement must be in writing and signed by both parties.

12. Verification

By using the Client License server at the Licensor's discretion and in accordance with applicable laws, the Licensee acknowledges and consents to the Licensor monitoring their activities.