

## Software Licence Agreement

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**Please read this agreement carefully before using the Knowledge Capture Software program. (herewith referred to as the 'Program').**

**Rosslyn Data Technologies (UK) Limited, will license the program to you only if you first accept the terms of this agreement. By using the program you agree to these terms. If you do not agree to the terms of this agreement, promptly return the unused program to the party (either Rosslyn Data Technologies or its reseller) from whom you acquired it to receive a refund of the amount you paid.**

The Program is owned by Rosslyn Data Technologies (UK) Limited (hereafter referred to as Rosslyn Data Technologies), and is copyrighted and licensed, not sold. The term "Program" means the original program and all whole or partial copies of it. A Program consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings, or pictures), and related licensed materials.

This Agreement includes Part 1 - General Terms, and "License Information" and is the complete agreement regarding the use of this Program, and replaces any prior oral or written communications between you and Rosslyn Data Technologies.

### 1. License

#### Use of the Program

Rosslyn Data Technologies grants you a non-exclusive license to use the Program.

*You may*

- 1) use the Program to the extent of authorisations you have acquired and,
- 2) make and install copies to support the level of use authorised, providing you reproduce the copyright notice and any other legends of ownership on each copy, or partial copy, of the Program,

If you acquire this Program as a program upgrade, your authorisation to use the Program from which you upgraded is terminated.

You will ensure that anyone who uses the Program does so only in compliance with the terms of this Agreement.

*You may not*

- 1) use, copy, modify, or distribute the Program except as provided in this Agreement;
- 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or
- 3) sublicense, rent, or lease the Program.

#### Transfer of Rights and Obligations

You may transfer all your license rights and obligations under a Proof of Entitlement for the Program to another party by transferring the Proof of Entitlement and a copy of this Agreement and all documentation. The transfer of your license rights and obligations terminates your authorisation to use the Program under the Proof of Entitlement.

## 2. Proof of Entitlement

The Proof of Entitlement for this Program is evidence of your authorisation to use this Program and of your eligibility for warranty services, future upgrade program prices (if announced), and potential special or promotional opportunities.

## 3. Charges and Taxes

Rosslyn Data Technologies defines use for the Program for charging purposes and specifies it in the Proof of Entitlement. Charges are based on extent of use authorised. If you wish to increase the extent of use, notify Rosslyn Data Technologies or its reseller and pay any applicable charges. Rosslyn Data Technologies does not give refunds or credits for charges already due or paid.

If any authority imposes a duty, tax, levy or fee, excluding those based on Rosslyn Data Technologies' net income, upon the Program supplied by Rosslyn Data Technologies under this Agreement, then you agree to pay that amount as Rosslyn Data Technologies specifies or supply exemption documentation.

## 4. Limited Warranty

Rosslyn Data Technologies warrants that when the Program is used in the specified operating environment it will conform to its specifications. Rosslyn Data Technologies does not warrant uninterrupted or error-free operation of the Program or that we will correct all Program defects. You are responsible for the results obtained from the use of the Program. The warranty period for the Program expires when its Program services are no longer available. The License Information specifies the duration of Program services.

During the warranty period warranty service is provided without charge for the unmodified portion of the Program through defect-related Program services. Program services are available for at least one year following the Program's general availability. Therefore, the duration of warranty service depends on when you obtain your license. If the Program does not function as warranted during the first year after you obtain your license and Rosslyn Data Technologies is unable to resolve the problem by providing a correction, restriction, or bypass, you may return the Program to the party (either Rosslyn Data Technologies or its reseller) from whom you acquired it and receive a refund in the amount you paid for it. To be eligible, you must have acquired the Program while Program services (regardless of the remaining duration) were available for it.

These warranties are your exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to the implied warranties or conditions of merchantability and fitness for a particular purpose.

These warranties give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above exclusion or limitation may not apply to you. In that event such warranties are limited in duration to the warranty period. No warranties apply after that period.

## 5. Limitation of Liability

Circumstances may arise where, because of a default on Rosslyn Data Technologies' part or other liability, you are entitled to recover damages from Rosslyn Data Technologies. In each such instance, regardless of the basis on which you may be entitled to claim damages from Rosslyn Data Technologies, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Rosslyn Data Technologies is liable for no more than:

- 1) damages for bodily injury (including death) and damage to real property and tangible personal property and
- 2) the amount of any other actual direct damages up to the greater of U.S. \$100,000 (or equivalent in your local currency) or the charges for the Program that is the subject of the claim.

Rosslyn Data Technologies will not be liable for any special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if Rosslyn Data Technologies, or its reseller, has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Rosslyn Data Technologies will not be liable for;

- 1) loss of, or damage to, your records or data or
- 2) any damages claimed by you based on any third party claim.

This limitation of liability also applies to any developer of a Program supplied to Rosslyn Data Technologies. It is the maximum for which Rosslyn Data Technologies and its suppliers are collectively responsible.

## 6. General

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Rosslyn Data Technologies may terminate your license if you fail to comply with the terms of this Agreement. If Rosslyn Data Technologies does so, your authorisation to use the Program is also terminated.

You agree to comply with applicable export laws and regulations.

Neither you nor Rosslyn Data Technologies will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

Neither you nor Rosslyn Data Technologies is responsible for failure to fulfil any obligations due to causes beyond its control.

## 7. Local Laws

The laws of the country in which you acquire the Program govern this Agreement, except

- 1) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement;
- 2) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts;
- 3) in Canada, the laws in the Province of Ontario govern this Agreement; and
- 4) in the United States the laws of the State of Delaware govern this Agreement;

## 8. DEFINITION: Knowledge Capture Software Desktop Authorized User

'AUTHORIZED USER'

- i) An individual who at the Effective Date or during the Licence Period:
  - a. is employed by or under contract to the Licensee (on a temporary, permanent or visiting basis), or
  - b. is a registered user of the Knowledge Capture software; and
  - c. can access the Knowledge Capture Desktop software from a computer terminal on the Licensee's Secure Network or offsite via a modem link to a computer terminal which uses an Authentication System satisfactory to the Licensor and is connected to the Licensee's Secure Network or Client Machines; and
  - d. has been notified by the Licensee of the restrictions on use of the Licensed Material contained in Clause 2.3 of this Licence.