

# **MV Technology Solutions Pty Ltd**

ACN: 104 481 183 / ABN: 79 104 481 183

July 2020 Version (SLA001) Revision C

Software End-User License Agreement

End-user license Agreement between MV Technology Solutions Pty Limited and Licensee for the use of the Software Product.

#### I. DEFINITIONS

'End-User License Agreement' or 'EULA' means this end-user license agreement.

'MV Technology' means MV Technology Solutions Pty Limited.

'Licensee' means the purchaser of the license rights granted by this End-User Agreement.

'Software Product', 'Software' means the software programs together with any Upgrades and Updates to those programs.

'License Fee' means the sum payable by Licensee in consideration of the provision by MV Technology of License to install and use the software.

**'License Detail'** means the details of how the software may be used by Licensee including the number of servers it may be installed on, the protocols available for use and the number of database entries created.

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- 2. If Licensee does not agree with any of the terms or conditions of this End-User License Agreement, Licensee is not authorised to use the Software for any purpose whatsoever.

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- d. Reverse engineer, disassemble or decompile the Software or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein except to the extent and for the express purposes authorised by applicable law;
- e. Use the Software for the purposes of competing with MV Technology.

## V. WARRANTIES AND INDEMITY

- 1. MV Technology warrants to Licensee only that for a period of ninety (90) days from the date of purchase (the "Warranty Period"):
  - a. the Software will perform substantially in accordance with the product description provided that it is installed by MV Technology or under MV Technology's supervision and operated in accordance with the training provided by MV Technology to Licensee's staff.
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- 1. Except for the express warranties contained in clause above, MV Technology make no warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise in relation to the Software including without limitation any implied warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose.
- 2. Licensee acknowledge and agree that Licensee shall be solely responsible for proper back-up of all data and that Licensee shall take appropriate measures to protect such data. MV Technology assume no liability or responsibility whatsoever if data is lost.

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  but not limited to, loss of profits, loss of contracts, business interruptions, loss of or corruption of data however caused and
  whether arising under contract or tort, including negligence, even if MV Technology has been advised of the possibility of
  such damages.
- 2. MV Technology's liability under this agreement for any loss or damage that may lawfully be limited, whether in contract, tort or otherwise, will not exceed the lower of the first year's License Fee paid by Licensee and MV Technology's list price for the Software.
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  - a. Licensee fail to pay the License Fee in accordance with the agreed payment terms; or
  - b. Licensee fail to comply with any of the terms and conditions of this End-User License Agreement. On termination of this End-User License Agreement, Licensee must destroy the Software and all copies of it.

### IX. GENERAL

- MV Technology may amend the terms and conditions of this End-User Agreement at any time by reasonable notice, including
  without limitation by posting revised terms on its website at the URL <a href="www.mvtech.com.au">www.mvtech.com.au</a>, which amended terms and
  conditions shall be binding upon Licensee.
- 2. Failure of MV Technology to enforce any particular term of this End-User License Agreement shall not be construed as a waiver of rights under it.
- 3. The illegality, invalidity, or unenforceability of any part of this End-User License Agreement will not affect the legality, validity, or enforceability of the remainder.
- 4. This End-User License Agreement constitutes the entire agreement between the parties in relation to the Software Product and its licensing and supersedes any other oral or written communications, agreements of representations with respect to the Software Product.



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- 5. A Person who is not a party to this End-User License Agreement has no right to enforce any term of this Agreement and the parties to this End-User License Agreement do not intend that any third party rights are created by this End-User License Agreement.
- 6. This End-User License Agreement shall be governed by and construed in accordance with the laws of Australia and the courts of Australia shall have jurisdiction to determine any disputes, which may arise out of, under, or in connection with this End-User License Agreement.