



## Licensing Terms and Conditions for waterRIDE™ and Associated Products

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- 2.2 THESE TERMS AND CONDITIONS ARE BINDING IF YOU INSTALL OR USE THE SOFTWARE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE.

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- 4.2 When a software protection device (dongle) is supplied, you may install the Software on a number of computer systems, however the device will limit the use to one or more installations depending on the number of licenses you purchase.

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You are permitted to make a backup copy of the Software for the sole purpose of protecting your investment.

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- 6.1 This Software and associated user manual is provided on an “as is” basis, and we expressly disclaim (to the extent permitted by law) all conditions, warranties and representations expressed or implied by statute, common law or otherwise. Use of the Software is at your own risk and the information in the user manual is subject to change without notice. Furthermore, we assume no responsibility for any loss of data that may occur as a result of using, or any errors that may appear in, the Software or the user manual.

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- 7.1 Our total aggregate liability to you for any loss from these terms and conditions, the user manual and/or the Software is limited to the nominal amount of A\$1.00.

- 7.2 Notwithstanding any other clause of these terms and conditions, we exclude our liability to you in contract, in tort (including but not limited to negligence), in equity, by operation of statute or otherwise for any kind of indirect or consequential loss or damage, including, but not limited to, (i) loss of opportunity, (ii) loss of revenue, (ii) loss of profit or anticipated profit, (iv) loss of contracts, loss of goodwill, (v) loss arising from business interruption; or (vi) liability arising out of or in connection with greenhouse emissions, pollution or contamination, suffered by you or a third party in connection with these terms and conditions, the user manual or the Software.

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*waterRIDE* and *visionMAKER* are our registered trade marks. You are not permitted to use these trade marks without our written consent. Similarly, we acknowledge that Windows is a trade mark of Microsoft Corporation in the United States and other countries, ArcView and ArcGIS are trade marks of Environmental Systems Research Institute, Inc and MapInfo is a registered trademark of MapInfo Corporation. All other product names mentioned in relation to this Software may be trade marks or registered trade marks of their respective companies and are hereby acknowledged.

**9. Variations**

We reserve the right to amend and update these terms and conditions without notifying you, except by publishing any amended terms and conditions on our website [www.waterRIDE.net](http://www.waterRIDE.net).

**10. Governing law**

These terms and conditions are governed by and construed in accordance with the laws applicable in the state of New South Wales, Australia. In the event of a dispute, you agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and you waive any right to object to any proceedings being brought in those courts.



**11. Taxation**

- a) All payments for license fee by you to us must be made without deduction or withholding for tax or any other reason, unless the deduction is required by applicable Law.
- b) If you are required by Law on behalf of us to make a deduction or withholding for tax from a payment to us under this agreement, or we are required to make a payment for tax on any payment received or receivable by us under this agreement, you will:
  - i. indemnify us against any claim in respect of that tax; and
  - ii. must immediately pay an additional amount to us so that, after all applicable deductions, withholdings or payments for tax, we actually receive for our own benefit a net amount equal to the amount which it would have received if no deductions, withholdings or payments had been required.
- c) If you are required by Law to make a deduction or withholding for tax from a payment to us under this agreement you must pay the full amount of the deduction or withholding to the appropriate government agency in accordance with the applicable Law and deliver the original receipts

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