WinPC6 Software End User Licence Agreement

Definition:
Micromax Pty Ltd trading as TCS BI is hereinafter referred to as TCS.

Overview:
WinPC6 is an application with a graphic user interface supported by a background database. Other applications need not be installed on the computer to support WinPC6.

User Acceptance:
It is your responsibility to pre-test WinPC6 on a test system to ensure there are no conflicts with your environment. At the time of installation, TCS will assume you are satisfied with the application and indemnifies TCS against any issues arising from the installation or use of WinPC6.

Software Training:
Training is provided free of charge upon initial installation as part of the initial commissioning phase. If an additional site visit is required to provide training, this training can be provided at our standard hourly rate at the time. Additional future training (version upgrades or new staff) can be provided at our standard hourly rate at the time.

Software Licence Costs:
WinPC6 does not attract licence fees.

Software Support Fees:
WinPC6 does not attract support fees for installation and configuration issues only. General use support is available by telephone or in person by TCS at the standard hourly rate at the time.

Software Upgrade Costs:
No upgrades fees for the upgraded application software. TCS will charge labour at our standard hourly rate at the time to carry out installation of upgrades if you do not have in house capabilities.

Permitted Use:
You are permitted to use WinPC6 on any system within your organisation providing only TCS hardware is used throughout the installation (unless prior written permission from TCS is obtained); and WinPC6 is only used for people counting purposes. You are not permitted to use WinPC6 on any system which contains equipment not supplied by TCS without the express written authorisation from TCS.

Restrictions:
You are not permitted to copy, modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code WinPC6, unless you have written permission from TCS. You may not transfer ownership of WinPC6 by way of sale, rent, lease, sublicence, assign or transfer rights.

Limit of Liability:
Under no circumstances will TCS be liable to you, or any other person or entity for any loss of use, revenue or profit, lost or damaged data, or other commercial or economic loss or for any direct, indirect, incidental, special, statutory, punitive, exemplary or consequential damages whatsoever related to your use or reliance upon the system, even if advised of the possibility of such damages or if such damages are foreseeable. This limitation shall apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of this agreement.

Intellectual Property Ownership, Copyright Protection:
WinPC6 and any authorised copies that you make are the intellectual property of and are owned by TCS. The structure, organisation and code of WinPC6 are the valuable trade secrets and confidential information of TCS. WinPC6 is protected by law, including without limitation the copyright laws of Australia and other countries, and by international treaty provisions. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in WinPC6 and all rights not expressly granted are reserved by TCS.

No Warranty:
WinPC6 is being delivered to you "AS IS" and TCS makes no warranty as to its use or performance. TCS does not and cannot warrant the performance or results you may obtain by using WinPC6 except for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by law applicable to you in your jurisdiction. TCS makes no warranties conditions, representations, or terms (express or implied whether by statute, common law, custom, usage or otherwise) as to any matter including without limitation noninfringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose.

Limitation of Liability:
In no event will TCS be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if a TCS representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. TCS' aggregate liability under or in connection with this agreement shall be limited to the amount paid for WinPC6, if any. Nothing contained in this Agreement limits TCS' liability to you in the event of death or personal injury resulting from TCS' negligence or for the tort of deceit (fraud).

Termination of Use:
In the event you change the system from TCS to another provider, you will uninstall all WinPC6 installations and destroy copies in possession. Data in WinPC6 databases is permitted to be extracted. The database must be deleted.

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