

XLAutomation

ABN : 12 116 436 072

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End-User Software Licence Agreement

READ THIS. You should carefully read these terms and conditions before installing the "Software". This is a licence agreement "Agreement" between you and XLAutomation. By installing the "Software", you acknowledge that you have read and accept the following terms and conditions. If you do not agree and do not want to be bound by such terms and conditions, promptly return the "Software" to XLAutomation for a full refund.

- Licence Grant:** XLAutomation grants to you (either an individual or entity) a nonexclusive licence to use one copy of the "Software" solely for your own personal or business purposes on a single computer (whether a standard computer or a workstation component of a multi-user network). The "Software" is in use on a computer when it is loaded into temporary memory (RAM) or installed into permanent memory (hard disk, CD-ROM, or other storage device). XLAutomation reserves all rights not expressly granted herein.
- Ownership:** XLAutomation is the owner of all right, title and interest, including copyright and intellectual property, in and to the compilation of the "Software" recorded on the disk(s) or other installation media (CD-ROM, self-install files). Copyright to the individual programs is owned by XLAutomation. Ownership of the "Software" and all proprietary rights relating thereto remain with XLAutomation and its licensors.
- Restrictions on Use and Transfer:** (a) You may only (i) make one copy of the "Software" for backup or archival purposes, or (ii) transfer the "Software" to a single hard disk, provided that you keep the original for backup or archival purposes. You may not (i) rent or lease the "Software", (ii) copy or reproduce the "Software" through a LAN or other network system or through any computer subscriber system or bulletin-board system, or (iii) modify, adapt, or create derivative works based on the "Software".

(b) You may not reverse engineer, decompile, or disassemble the "Software". You may transfer the "Software" and user documentation on a permanent basis, provided that the transferee agrees to accept the terms and conditions of this "Agreement" and you retain no copies. If the "Software" is an update or has been updated, any transfer must include the most recent update and all prior versions.
- Restrictions on Use of Individual Programs:** You must follow the individual requirements and restrictions detailed for each individual program. These limitations are also contained in the individual licence agreements recorded with the "Software". These limitations may include a requirement that after using the program for a specified period of time, the user must pay a registration fee or discontinue use. By installing this "Software", you will be agreeing to abide by the licences and restrictions for these individual programs that are detailed in the "Software".
- Limited Warranty:** (a) XLAutomation warrants that the "Software" are free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of purchase. If XLAutomation receives notification within the warranty period of defects in materials or workmanship, XLAutomation will replace the defective "Software".

(b) XLAutomation disclaims all other warranties, express or implied, including without limitation implied warranties or merchantability and fitness for a particular purpose, with respect to the "Software", the programs, the source code contained therein, and/or the techniques described in this book. XLAutomation does not warrant that the functions contained in the "Software" will meet your requirements or that the operation of the "Software" will be error free.

(c) This limited warranty gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction.
- Remedies :** (a) XLAutomation's entire liability and your exclusive remedy for defects in materials and workmanship shall be limited to replacement of the "Software", which may be returned to XLAutomation with a copy of your receipt at the following address: XLAutomation Support Team, PO Box 257, Buderim, Queensland, 4556, Australia. Please allow four (4) to six (6) weeks for delivery. This limited warranty is void if failure of the "Software" has resulted from accident, abuse, or misapplication. Any replacement "Software" will be warranted for thirty (30) days.

(b) In no event shall XLAutomation be liable for any damages whatsoever (including within limitation damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising from the use of or inability to use the "Software", even if XLAutomation has been advised of the possibility of such damages.
- General :** This "Agreement" constitutes the entire understanding of the parties and revokes and supersedes all prior agreements, oral or written, between them and may not be modified or amended except in writing signed by both parties hereto that specifically refers to this "Agreement". This "Agreement" shall take precedence over any other documents that may be in conflict herewith. If any one or more provisions contained in this "Agreement" are held by any court or tribunal to be invalid, illegal, or otherwise unenforceable, each and every other provision shall remain in full force and effect.

Definitions:

Agreement : All terms and conditions listed will form the basis of the software licence that is offered to the "End-User".

Software : All files and documentation provided for the installation of the product. This may include self-installing executable files, workbooks and text files.

End-User : The user that installs the "Software" for use and accepts the "Agreement".