

Library License

proconX Pty Ltd, Brisbane/Australia, ACN 104 080 935

Revision 4, October 2008

Definitions

"Software" refers to the collection of files and any part hereof, including, but not limited to, source code, programs, binary executables, object files, libraries, images, and scripts, which are distributed by *proconX*.

"Copyright Holder" is whoever is named in the copyright or copyrights for the Software.

"You" is you, if you are thinking about using, copying or distributing this Software or parts of it.

"Distributable Components" are dynamic libraries, shared libraries, class files and similar components supplied by *proconX* for redistribution. They must be listed in a "README" or "DEPLOY" file included with the Software.

"Application" pertains to Your product be it an application, applet or embedded software product.

License Terms

1. In consideration of payment of the licence fee and your agreement to abide by the terms and conditions of this licence, *proconX* grants You the following non-exclusive rights:
 - a. You may use the Software on one or more computers by a single person who uses the software personally;
 - b. You may use the Software nonsimultaneously by multiple people if it is installed on a single computer;
 - c. You may use the Software on a network, provided that the network is operated by the organisation who purchased the license and there is no concurrent use of the Software;
 - d. You may copy the Software for archival purposes.
2. You may reproduce and distribute, in executable form only, Applications linked with static libraries supplied as part of the Software and Applications incorporating dynamic libraries, shared libraries and similar components supplied as Distributable Components without royalties provided that:
 - a. You paid the license fee;
 - b. the purpose of distribution is to execute the Application;
 - c. the Distributable Components are not distributed or resold apart from the Application;
 - d. it includes all of the original Copyright Notices and associated Disclaimers;
 - e. it does not include any Software source code or part thereof.
3. If You have received this Software for the purpose of evaluation, *proconX* grants You a non-exclusive license to use the Software free of charge for the purpose of evaluating whether to purchase an ongoing license to use the Software. The evaluation period is limited to 30 days and does not include the right to reproduce and distribute Applications using the Software. At the end of the evaluation period, if You do not purchase a license, You must uninstall the Software from the computers or devices You installed it on.
4. You are not required to accept this License, since You have not signed it. However, nothing else grants You permission to use or distribute the Software or its derivative works. These actions

are prohibited by law if You do not accept this License. Therefore, by using or distributing the Software (or any work based on the Software), You indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or using the Software or works based on it.

5. You may not use the Software to develop products which can be used as a replacement or a directly competing product of this Software.
6. Where source code is provided as part of the Software, You may modify the source code for the purpose of improvements and defect fixes. If any modifications are made to any the source code, You will put an additional banner into the code which indicates that modifications were made by You.
7. You may not disclose the Software's software design, source code and documentation or any part thereof to any third party without the expressed written consent from *proconX*.
8. This License does not grant You any title, ownership rights, rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the Software.
9. You may not use, copy, modify, sublicense, or distribute the Software except as expressly provided under this License. Any attempt otherwise to use, copy, modify, sublicense or distribute the Software is void, and will automatically terminate your rights under this License.
10. The License is not transferable without written permission from *proconX*.
11. *proconX* may create, from time to time, updated versions of the Software. Updated versions of the Software will be subject to the terms and conditions of this agreement and reference to the Software in this agreement means and includes any version update.
12. THERE IS NO WARRANTY FOR THE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING PROCONX, THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
13. ANY LIABILITY OF PROCONX WILL BE LIMITED EXCLUSIVELY TO REFUND OF PURCHASE PRICE. IN ADDITION, IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL PROCONX OR ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, SUBSIDIARIES, PARENT ORGANIZATIONS AND ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE SOFTWARE AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. IN ADDITION, IN NO EVENT DOES PROCONX AUTHORIZE YOU TO USE THIS SOFTWARE IN APPLICATIONS OR SYSTEMS WHERE IT'S FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO RESULT IN A SIGNIFICANT PHYSICAL INJURY, OR IN LOSS OF LIFE. ANY SUCH USE BY YOU

IS ENTIRELY AT YOUR OWN RISK, AND YOU AGREE TO HOLD PROCONX HARMLESS FROM ANY CLAIMS OR LOSSES RELATING TO SUCH UNAUTHORIZED USE.

15. This agreement constitutes the entire agreement between *proconX* and You in relation to your use of the Software. Any change will be effective only if in writing signed by *proconX* and you.
16. This License is governed by the laws of Queensland, Australia, excluding choice of law rules. If any part of this License is found to be in conflict with the law, that part shall be interpreted in its broadest meaning consistent with the law, and no other parts of the License shall be affected.