

The parties agree as follows:

## SCOPE OF AGREEMENT

- 1.1 This schedule details the specific Terms and Conditions for the Supplier's 'Software Agreement'. This schedule is to be used in conjunction with the Master Terms to constitute the agreement ("the Agreement").

## DEFINITIONS

- 2.1 "**The Supplier**" means Luna Internet Limited.
- 2.2 "**The Client**" means a company, organisation, individual or group of individuals requesting services or products from the Supplier.
- 2.3 "**The Fees**" means the charges for services as agreed between the Supplier and the Client.
- 2.4 "**The Contract**" means the contract formed by the Client requesting products or services from the Supplier.
- 2.5 "**Master Terms**" means these General Terms and Conditions for the provision of Internet related services.
- 2.6 "**The Client's Data**" means any and all information, data, computer files or other material supplied by the Client from time to time to the Supplier.
- 2.7 "**The Deliverables**" means any software, documentation or other materials provided to the Client by the Supplier.
- 2.8 "**Intellectual Property Rights**" means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other intellectual property right recognised in any part of the world whether or not presently existing or applied for.
- 2.9 "**Supplier Price List**" means the Price List published by the Supplier as may be amended by the Supplier from time to time.

## SOFTWARE AGREEMENT

- 3.1 The Supplier and its suppliers own the Licensed Programs and the documentation provided with this Agreement, both of which are protected by copyright laws. The Client's right to use the Licensed Programs and documentation is limited to the terms and conditions described below:

### 3.2 License

#### *The Client may:*

- (a) Use the enclosed Licensed Programs on a single computer;
- (b) Physically transfer the Licensed Programs from one computer to another provided that the Licensed Programs are used on only one computer at a time, and that the Client removes any copies of the Licensed Programs from the computer from which the Licensed Programs are being transferred;
- (c) Make copies of the Licensed Programs solely for the purposes of backup. The copyright notice must be reproduced and included on a label on any backup copy.

#### *The Client may not:*

- (a) Distribute copies of the Licensed Programs or their documentation to others;
- (b) Rent, lease or grant its rights to the Licensed Programs;
- (c) Translate, reverse engineer, decompile or disassemble, or otherwise alter the Licensed Programs or their documentation without the prior written consent of The Supplier except to the extent applicable law specifically prohibits such restriction; or
- (d) ship or transmit (directly or indirectly) any copies of the

Licensed Programs, or any technical data in the Licensed Programs or its media, or any direct product thereof, to any entity or country destination.

#### *Term*

- 3.3 This license remains in effect until terminated. The Client can terminate it at any other time by destroying the Licensed Programs together with all copies of the Licensed Programs in any form. This license will also automatically terminate without notice if the Client fails to comply with any term and condition of this Agreement. Upon any termination the Client must destroy all copies of the Licensed Programs in any form.
- 3.4 Limited Warranty: The Supplier warrants the media on which the Licensed Programs are provided will be free from defects in materials and workmanship under normal use for a period of thirty (30) days after purchase. Defective media may be returned, with proof of purchase, for replacement without charge during the thirty (30) day warranty period. The Supplier or the other software providers do not warrant that the Licensed Programs are error-free, will operate without interruption or are compatible with all equipment and software configurations. In addition, the security mechanism implemented by the software has inherent limitations and the Client must determine that the software sufficiently meets its needs. This warranty does not cover any Licensed Programs that have been subjected to damage or abuse or which have been altered or changed in any way. The Supplier is not responsible for problems caused by computer hardware, computer operation systems or the use of the Licensed Programs in conjunction with non- The Supplier software.

EXCEPT AS PROVIDED IN THIS SECTION 3.4, THE SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THEIR MERCHANTABILITY OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

- 3.5 Limitation of Liability REPAIR, REPLACEMENT OR REFUND (AT THE OPTION OF THE SUPPLIER) IS THE EXCLUSIVE REMEDY IF THERE IS A DEFECT. IN NO EVENT SHALL THE SUPPLIER OR THE OTHER SOFTWARE PROVIDERS BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, DATA, USE, OR INFORMATION, EVEN IF THE SUPPLIER OR THE OTHER SOFTWARE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF THE SUPPLIER OR THE OTHER SOFTWARE PROVIDERS EXCEED THE AMOUNT PAID FOR THE LICENSED PROGRAMS AT ISSUE. THE CLIENT SHALL NOT USE THE LICENSED PROGRAMS IN ANY CASE WHERE DAMAGE OR INJURY TO PERSON, PROPERTY OR BUSINESS MAY OCCUR IF ANY ERROR OCCURS. THE CLIENT EXPRESSLY ASSUME ALL RISK FOR SUCH USE.