

COHERENT SOLUTIONS END USER LICENCE AGREEMENT

This Agreement sets out the terms on which you may use the Coherent Solutions software described in Coherent Solutions order acknowledgement or acceptance form (the Software). Your use of the Software constitutes acceptance of the terms of this Agreement.

1. LICENCE. Coherent Solutions Limited (Coherent Solutions) grants you the following rights:
 - (a) where the Software has been delivered to you separately from other Coherent Solutions products, you may install one production version of the Software on your computer system;
 - (b) the Software may only be used in connection with the devices specified in Coherent Solutions order acknowledgement or acceptance form;
 - (c) you may use the Software for your own internal business purposes only.
2. FEES. In order to continue using the Software, you must pay the fees specified in Coherent Solutions order acknowledgement or acceptance form.
3. COPYRIGHT. The Software and associated written materials (Documentation) are the exclusive property of Coherent Solutions and are protected by copyright laws. Coherent Solutions warrants that the Software and the Documentation do not infringe any third party intellectual property rights. You may only make back-up copies and test versions of the Software. You may not copy the Documentation or reverse engineer, decompile, or disassemble the Software. Nor may you allow anyone else to use or access the Software.
4. TRANSFER RESTRICTIONS. You may transfer your rights under this Agreement permanently provided you transfer all copies of the Software and Documentation, and the transferee accepts the terms of this Agreement. Any transfer of the Software must be authorized by Coherent Solutions prior to transfer.
5. LIMITED WARRANTIES. Coherent Solutions warrants that the Software will perform substantially in accordance with the Documentation for 90 days from the date of purchase of your licence to use the Software. Coherent Solutions does not warrant that the Software will meet your requirements or that operation of the Software will be error-free or uninterrupted. In case of a defect in the Software, Coherent Solutions will use reasonable efforts to provide corrections or fixes in a timely manner. This limited warranty is void if the defect has resulted from accident, abuse or misuse or if the Software has been modified without Coherent Solutions written consent.
6. NO OTHER WARRANTIES. The Software is supplied for the purpose of a business and is therefore not subject to any consumer legislation. Except for the express warranties in clause 5 and any warranties that may not lawfully be excluded, Coherent Solutions disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose, with respect to the Software and the Documentation.
7. LIMITATION OF LIABILITY. Coherent Solutions liability for loss or damage resulting from any claims, demands or actions arising out of this Agreement is, to the extent permitted by law, limited at Coherent Solutions option, to repairing or replacing the Software or refunding the fees paid for the defective component of the Software. In no event will Coherent Solutions be liable for indirect, incidental, consequential, special or exemplary damages arising out of the use or inability to use the Software, even if Coherent Solutions has been advised of the possibility of such damages. You acknowledge that this limitation of liability is reasonable and has been taken into account by Coherent Solutions in pricing the fees for the Software.
8. TERMINATION. Coherent Solutions may terminate this Agreement immediately if you fail to comply with any provision of this Agreement. On termination you must destroy all copies of the Software, and certify such destruction to Coherent Solutions.
9. AMENDMENTS. Coherent Solutions may make changes to this Agreement at any time by posting the amended Agreement on Coherent Solutions website, www.coherent-solutions.com. Your continued use of the Software will constitute acceptance of the amended Agreement.
10. GOVERNING LAW. This Agreement is governed by New Zealand law.