

TEKRON END USER LICENCE AGREEMENT

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

1. LICENCE.

Tekron International Limited (Tekron) grants you the following rights:

- (a) where the Software has been delivered to you separately from other Tekron 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 Tekron's 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 Tekron's order acknowledgement or acceptance form.

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7. LIMITATION OF LIABILITY.

Tekron's 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 Tekron's option, to repairing or replacing the Software or refunding the fees paid for the defective component of the Software. In no event will Tekron be liable for indirect, incidental, consequential, special or exemplary damages arising out of the use or inability to use the Software, even if Tekron 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 Tekron in pricing the fees for the Software.

8. TERMINATION.

Tekron 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 Tekron.

9. AMENDMENTS.

Tekron may make changes to this Agreement at any time by posting the amended Agreement on Tekron's website, www.tekron.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.