

SOFTWARE LICENCE AGREEMENT
RedCat Pty Ltd (ACN 090 409 920)

WARNING: PERMISSION TO USE THIS SOFTWARE IS CONDITIONAL UPON YOU, THE CUSTOMER, AGREEING TO THE TERMS SET OUT BELOW.

DO NOT USE THIS SOFTWARE UNTIL YOU HAVE READ AND ACCEPTED ALL THE TERMS OF THIS LICENCE AND WISH TO BECOME THE LICENSEE OF THE SOFTWARE.

ACCEPTANCE SHALL BIND YOU AND ALL OF YOUR EMPLOYEES TO THE TERMS OF THE LICENCE.

THIS COMPLETED DOCUMENT SHOULD BE RETURNED TO REDCAT PTY LTD, LEVEL 11, 380 ST KILDA RD, MELBOURNE, VICTORIA, 3004.

1. LICENCE

1.1 Pursuant to this Licence, the Licensee acquires a non-exclusive, non-transferable right to:

- (a) Use the program;
- (b) Make one copy for back up purposes only; and
- (c) Use the program strictly in accordance with the provisions of this Licence.

2. LICENCE FEE

2.1 The Licensee is not entitled to use the program until the Licence fee has been paid. In the case of payment by cheque, payment will not be deemed until the cheque has been cleared.

3. DOCUMENTATION

3.1 This Licence extends to any enclosed or related documentation. The documentation may not be copied, modified or used in any way not contemplated or expressly authorised by this agreement.

4. LICENSEE'S OBLIGATION

4.1 The Licensee hereby undertakes the following obligations:

- (a) to not copy, reproduce, translate, adapt, vary or modify the program without the express consent of RedCat Pty Ltd, except as expressly authorised by this agreement;
- (b) To supervise and control the use of the program in accordance with the terms of this Licence;
- (c) To ensure its employees, sub-contractors and other agents who have authorised access to the program are made aware of the terms of this Licence;
- (d) To not provide or otherwise make available the program in any form to any person other than those referred to in paragraph (c) without the written consent of RedCat Pty Ltd, and
- (e) To not use the program for or in connection with a service bureau operation.

5. WARRANTY

5.1 The Licensee acknowledges that the program cannot be guaranteed error free and further acknowledges that the existence of any such errors not constitute a breach of this Licence.

5.2 Notwithstanding sub-clause 1, RedCat Pty Ltd warrants that the software media is free from defects in manufacture and that the program will in all material respects perform in accordance with the documentation.

5.3 RedCat Pty Ltd will replace any defective media at no charge, subject to notification of the said defect within 90 days of the date of the commencement of this Licence.

5.4 In the event any statute implies terms into this agreement which cannot be lawfully excluded, such terms will apply to this agreement, save that the liability of RedCat Pty Ltd for breach of any such implied term will be limited, at the option of RedCat Pty Ltd, to any one or more of the following:

- (a) The replacement of goods to which the breach relates or the supply of equivalent goods;
- (b) The repair of such goods;
- (c) The payment of the goods or of acquiring equivalent goods; or
- (d) The payment of the cost of having the goods repaired.

5.5 RedCat Pty Ltd will not be liable for any direct, indirect or consequential damages arising out of a breach of this Licence or arising out of the supply of a defective program.

5.6 The Licensee acknowledges that it has exercised its independent judgement in acquiring the program and has not relied on any representation made by RedCat Pty Ltd which has not been stated expressly in this agreement or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity materials produced by RedCat Pty Ltd.

6. COPYRIGHT

6.1 The Licensee acknowledges that the program and documentation is the subject of copyright. The Licensee shall not during or any time after the expiry or termination of this Licence permit any act which infringes that copyright and, without limiting the generality of the foregoing, the Licensee specifically acknowledges that it may not copy the program except as otherwise expressly authorised by this agreement.

6.2 The documentation may not be copied under any circumstances. Additional copies of the documentation may be acquired from RedCat Pty Ltd.

6.3 The Licensee shall indemnify RedCat Pty Ltd fully against all liabilities, costs and expenses which RedCat Pty Ltd may incur to a third party as a result of the Licensee's breach of the copyright provisions of this agreement.

7. TERM OF LICENCE

7.1 The Licence commences upon payment of the Licence fee and is granted in perpetuity, but may be terminated in the following circumstances:

- (A) if the Licensee is in breach of any term of this agreement;
- (b) If the Licensee, being a corporation, becomes the subject of any insolvency processing;
- (c) If the Licensee, being a firm or a partnership, is dissolved; or
- (d) If the Licensee destroys the program and documentation for any reason.

7.2 Upon termination, the Licensee or its representatives shall destroy any remaining copies of the program and documentation or otherwise return or deposit of such material in the manner directed by RedCat Pty Ltd.

7.3 Termination pursuant to this clause shall not affect any rights or remedies which RedCat Pty Ltd may have otherwise under this Licence or at law.

8. ASSIGNMENT

8.1 The benefit of this agreement shall not be dealt with in any way by the Licensee (whether by assignment, sub-licensing or otherwise) without RedCat Pty Ltd's written consent.

9. WAIVER

9.1 Failure or neglect by their party to enforce at any time any of the provision of this agreement shall not be constructed or deemed to be a waiver of the party's rights under this Licence.

10. GOVERNING LAW AND JURISDICTION

10.1 This Licence shall be governed by and constructed according to the law of the State of Victoria, Australia.

10.2 The parties irrevocably and unconditionally submit themselves to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia.

The above terms and conditions are agreed.

Client Name:

Client Signature:

Date:

RedCat Pty Ltd.

Signature:

Date:

RedCat Pty Ltd
Contract for the Licence to use RedCat Software

Attachment A

Description of Software	Qty
SmartFinance	
SmartStock	
SmartWages	
SmartPOS	
SmartPOS Desktop Terminal	
SmartPOS Handheld Terminals	
SmartBook	
SmartDelivery	
SmartPay	
GCS Interface	
PMS Interface (Type)	
e-sales/loyalty	

Business Name:

Client Signature:

Date: