

## **TELEMATIC COMMUNICATIONS PTY LTD TRADING AS ADVATEL**

### **InTouch End User License and Warranty**

This is the legal agreement between you and AdvaTel, a division of Telematic Communications Pty Limited (“AdvaTel”). AdvaTel is the copyright owner of the InTouch software suite including its component modules, related materials and documentation (“Software”). By installing or downloading Software you agree to the terms below and AdvaTel agrees to license you for the use of Software as set out below. If you do not agree with these terms then do not proceed further with this installation or download, or if you have already installed or downloaded Software you are required to immediately and permanently delete Software from the computer or media systems containing the downloaded or installed Software.

**Trial Period:** The Software may at AdvaTel’s discretion include a trial licence for the sole purpose of your evaluating the Software. This entitles you to evaluate the Software for a period of time (“Trial Period”). At the earlier of your first commercial use of the Software or the expiration of the Trial Period you are required to pay the appropriate licence fee for the continuing use of the Software. If you choose not to pay the licence fee then you must immediately and permanently delete the Software from the computer or media systems containing the downloaded or installed Software.

**Licence:** The Software is not sold but is licensed for use on a modular basis. A separate licence fee is payable for each module. Single user licences entitle you to execute a single instance of Software on one computer system. A multiple user licence entitles you to execute concurrent instances of the Software on one or more computers up to the number of users or instances licensed. In consideration of the appropriate licence fee AdvaTel grants to you a non-transferable non-exclusive right to use the Software modules licensed within the nominated network domain. **Restrictions:** Except as expressly provided in this agreement, you are not permitted to use, copy, modify, or transfer Software. You must not disassemble, decompile or reverse engineer Software. You must not rent, lease, sublicense or distribute Software.

**Warranty Limitation:** AdvaTel does not warrant that the Software will function to your expectations, or that the Software will be free from errors, or that any errors will be corrected. **Limitation of Liability:** AdvaTel's total liability under this agreement to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the licence fee paid (if any) for the use of the Software. AdvaTel shall not be liable for any indirect, incidental, consequential, special, or exemplary damages, or lost profits, even if AdvaTel has been advised of the possibility of such damages. **Term:** This agreement will immediately and automatically terminate without notice if you breach any term or condition of this Agreement. You may terminate this Agreement in writing at anytime. Upon termination you agree to promptly destroy the Software and any copies including any merged portions of the Software.

**General:** This Agreement is governed by the laws of the State of Victoria, Australia. This Agreement constitutes the entire agreement of the parties regarding this matter and replaces all prior understandings and agreements. If any term or condition, or part thereof, of this Agreement

is held to be unlawful, void, or for any reason unenforceable, that provision will be enforced to the extent permitted by law and the remaining terms and conditions shall remain unaffected.

This product uses the Skype API but is not endorsed, certified or otherwise approved in any way by Skype.

This product contains certain non-functional components that are property of Skype Limited (Skype). Skype has licensed these components to the creator of this product "as is" and disclaims any express or implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall Skype or its contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this product, even if advised of the possibility of such damage).

This product uses the Yahoo! API but is not endorsed, certified or otherwise approved in any way by Yahoo!. For more information on the Yahoo! APIs Terms of Use (Yahoo Developer Network Terms of Use), please refer to <http://info.yahoo.com/legal/us/yahoo/api/api-2140.html>.

This product uses the MSN API but is not endorsed, certified or otherwise approved in any way by Microsoft.