

## **Software Licence Agreement**

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3. The agreement is between Hydro-Logic Ltd and the user or organization licenced to use the above, otherwise know as the Licencee.
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9. No agent of Hydro-Logic Ltd is authorized to make any other warranties or to modify this limited warranty.
10. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty.
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12. Notwithstanding the foregoing, Hydro-Logic Ltd is not liable to the Licencee for any damages, including compensatory, special, incidental, exemplary, punitive, or consequential damages, connected with or resulting from this licence agreement or use of the software.
13. The software is not subject to warranty in any operating environment (including, but not limited to, Hardware, Operating System, Servers, Browser version, Software Drivers, Network specification and bandwidth availability etc.) other than those in which it was originally intended to operate and for which it has been tested. Changes in the operating environment may also require reinstallation of the Software.
14. The Licencee agrees to defend and indemnify Hydro-Logic Ltd and hold Hydro-Logic Ltd harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from the Licencee's business operations.

15. The Licencee and end users must not use any aspect of the products and/or services covered by this agreement for any illegal or malicious purposes, and must not attempt unauthorized access to the same.
16. The Licencee and end users must not reverse engineer, decompile or disassemble the Software.
17. In order to qualify for technical support, the Licencee must agree that Hydro-Logic may collect and use technical information from their systems, purely for these purposes, and the Licencee may also be requested to grant remote access for these purposes.
18. The Licencee must not attempt to install or upgrade the software unless already licenced, and eligible for an upgrade as part of a current support and maintenance contract, unless otherwise stated in writing by Hydro-Logic Ltd. However, special arrangements for Trial or Evaluation purposes may be made with Hydro-Logic Ltd for limited and clearly defined periods.
19. Hydro-Logic Ltd has the right to terminate this License Agreement and the Licencee's right to use this Software upon any material breach by the Licencee.
20. The Licencee agrees to return to Hydro-Logic Ltd or to destroy all copies of the Software upon termination of the License.
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23. This License Agreement is valid without signature. It becomes effective upon the Licencee's use of the Software. The Licencee and all end users must agree to be bound by the terms of this agreement, and must not install, copy or use the Software if they do not agree.