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## **SuperSolver V1.3.1 LICENCE and CONDITIONS**

Date of Effect: 6 November 2003

### **EVALUATION LICENCE**

This section contains the terms specific to evaluation copies of the Software.

This Software edition carries a limited licence allowing a User to review it prior to purchase. No more than two computers at any site may access the Software, whether simultaneously or in total at all other times. This carries the implication that the Software may not be installed on a succession of computers as the evaluation periods expire on each one.

Users are permitted to distribute evaluation copies of this Software to other potential bona fide purchasers.

During the evaluation period:

- (a) No liability whatsoever arising out of its use shall attach to the Supplier;
- (b) Printed reports may be used in correspondence or court documents only if any credit footnote that appears on each printed page is left intact and visible.
- (c) The Supplier will endeavour to be as helpful as possible with respect to support queries, but carries no obligation to do so.

The terms set out below also apply.

### **PURPOSE OF SOFTWARE**

The software and reports (the "resources") are intended to be, and are provided strictly on the basis that they are, mere aids and do not excuse the User from exercising the degree of independent care and skill appropriate to each situation. In particular these resources are only for use by competent family law and superannuation professionals who are able to independently verify the accuracy of each calculation. Different Users may have different accuracy requirements. The User must satisfy itself that the accuracy of the program is fit for the particular purpose for which it is used.

The resources are intended to be free of errors and defects, but they are not warranted to be. The User is taken to acknowledge that all Software is potentially flawed, particularly in light of the ever-increasing range of environments in which Software is required to operate. Furthermore, neither the software nor the reports are intended or priced to survive intense scrutiny in all circumstances - any reliance is at the User's own risk.

The resources are not held out to be legal advice of any kind to any party and must not be relied upon as such. The User indemnifies the Supplier for any reliance made by or through the User.

### **QUALITY CONTROL**

The User must immediately notify the Supplier of any actual or suspected calculation defect or other error, and refrain from using the Software in any potential loss situation until addressed by the Supplier. In addition to the limited liability in other circumstances, the Supplier is not liable for any loss that could have been avoided or mitigated by complying with this term. The Supplier

will respond expeditiously to any defect notification.

The User must give the Supplier and keep up to date: (a) an e-mail contact address, and (b) at least one of the following: (i) facsimile number (ii) mail address. The User irrevocably authorises the Supplier to use those addresses for the purpose of notifying the User about program updates defects or bulletins.

If required by notice from the Supplier, the User must forthwith update its version(s) of the Software, but only if the Software is provided to the User for free download from the Internet. This term may be modified by the particular supply arrangement between the parties.

### **LIMITATION OF LIABILITY**

To the extent allowed by law the Suppliers' liability for any direct or indirect loss is limited at the Supplier's sole discretion:

(a) In connection with supplied goods to:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
- (iv) the payment of the cost of having the goods repaired; or

(a) In connection with supplied services to:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

The Supplier and User each acknowledge that the Supplier provides this Software under licence from its own Licensors and that no representations have been made by, and no liability whatsoever attaches to, such Licensor's or their agents heirs and assigns.

### **AMENDMENT OF LICENCE**

The Supplier may amend the licence and conditions of use from time to time but may not unilaterally charge any fee unless expressly authorised. Notice of changes can be given to the e-mail address provided by the User above. Notice will be deemed to be sufficient if it merely refers the User to an Internet page containing the licence and conditions of use. If e-mail delivery is not successful after three attempts then notice will be deemed to occur one month after publication on the said Internet page.

The current wording is published at [http://www.lawtech.com.au/ss/lic\\_ev.pdf](http://www.lawtech.com.au/ss/lic_ev.pdf)

### **SUPPORT**

Unless other arrangements have been entered into, the Software price has not allowed for significant direct support by the Supplier. Therefore, before contacting the Supplier for assistance, the User must follow the following procedure:

1. Consult the on-line help that is built into the Software. It can be accessed through the main menu or through the help speedbutton on the main toolbar. It can also be accessed directly by positioning the cursor on the item of interest and pressing F1.
2. Consult the manual if supplied, including the Table of Contents and Index.

3. Having followed those steps, the User may contact the Supplier through the e-mail facility built into the Software. Go to the main menu and select Help|Ask Lawtech. This will create a new e-mail that has been properly addressed to the appropriate Lawtech department.

#### **OTHER**

This licence expressly forbids any use or analysis for the purpose of reproducing, reengineering or producing a similar Software product, and breach of this condition is agreed to sound in damages equal to the commercial loss (if any) occasioned to the Supplier.

Violation of the terms of this licence that restrict the permitted number of users and/or workstations shall sound in liquidated damages of AUD\$10 per day per excess user or workstation.

The applicable substantive and procedural laws are the State laws of Queensland and the Federal laws of Australia and the User consents to those jurisdictions.

#### **DEFINITIONS**

“Software” means SuperSolver V1.3.1 and includes any service in connection with the Software program and materials. It also refers to later versions and revisions of the program unless replaced by a later licence or agreement.

“Supplier” means Lawtech (Aust) Pty Ltd and its assigns agents and distributors. In connection with reduction or denial of liability it includes any third party supplier of intellectual property.

“User” means the purchaser or evaluator or persons using the Software under them.

#### **DO YOU AGREE?**

If you agree to these terms then type **I AGREE** in the **Access Code** editbox and click the **[Start]** button.

If you **do not agree** to these terms then there is no obligation to continue and you must click the **[Exit]** button to terminate immediately.