

The 'Argus Authorised Version' Software Licence

TERMS AND CONDITIONS OF USE OF SOFTWARE

These Terms and Conditions apply to the use of the Software. In accepting the Software, using the Software or dealing with the Software in any way, you agree to be bound by these Terms and Conditions. If you do not accept these terms and conditions, you must refrain from using the Software and must promptly return or destroy, as directed by ArgusConnect, any copies of the Software that may be in your possession or control.

ArgusConnect Pty. Ltd. ACN 107 558 387, Suite 4, Greenhill Enterprise Centre, University Drive, Mt Helen 3350 ("ArgusConnect") has agreed to grant to you a non-exclusive licence to use the Software for the Term and for the Purpose subject to these Terms and Conditions.

In these Terms and Conditions:

"End User" means those persons who have access to and use of the Software by reason of this Licence;

"IPR" means any and all intellectual and industrial property rights existing anywhere in the world including rights in respect of or in connection with:

- (i) any confidential information;
- (ii) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (iii) patents;
- (iv) trade marks;
- (v) designs; and
- (vi) circuit layouts,

whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions;

"Purpose" means the use of the Software in clinical environments;

"Software" means "Argus Authorised Version ? Freeware Edition" and other Argus software products as detailed in the attached Schedule;

"Term" means the period from when you accept these Terms and Conditions to the time when ArgusConnect informs you that the licence granted under these Terms and Conditions is revoked;

"you" means you or the person or entity on behalf of whom you have acquired the Software, and "your" has a corresponding meaning.

1. Permitted Purpose

You must not use, nor permit any other person to use, the Software or improvements to it for any purpose other than the Purpose.

2. Non-Exclusive Licence

Nothing in these Terms and Conditions limits ArgusConnect's rights in, or to use or grant other persons rights to use, the Software for any purpose and in any format.

3. Licencee Registration

For this Licence to be effective, the licensee must complete the registration process that is associated with the activation of this Software including the provision of information on the licensee including complete and correct contact details (email and telephone), information on the location at which the product will be used and details of the operating environment. The licensee also undertakes to maintain the currency of this information with ArgusConnect or the nominated supporting agent.

4. Consent

In consideration that other healthcare practitioners need to identify all users of the software under this licence for the purposes of sending clinical information via Argus, you agree that Argus-specific addressing details of each user may be published on the Argus Users Directory and made available to other healthcare providers. Details that will be exposed to other healthcare providers will be:

- the medical practice name
- the medical practice physical address
- the medical specialty
- the names of practitioners in the practice
- the email address to be used to receive clinical information via Argus

In agreeing to this condition:

(a) You confirm that you have the authority to give consent to this condition on behalf of other end-user(s) of the software under this licence; and

(b) You do give this consent.

5. No Modifications or Sub-Licensing.

(a) You must ensure that End Users do not make modifications or permit a third party to make modifications to the Software.

(b) You must not grant or purport to grant a sub-licence or any rights in respect of the Software to any person.

6. Assignment

(a) You must not dispose of or assign any of your rights under these Terms and Conditions without the prior written consent of ArgusConnect.

(b) ArgusConnect must not assign any IPR in the Software, or its rights under these Terms and Conditions, without your prior written consent except if the proposed assignee is a wholly owned subsidiary of ArgusConnect, and in any case ArgusConnect must ensure that the proposed assignee executes a deed or other form of acknowledgment that the proposed assignee agrees to and will be bound by these Terms and Conditions.

7. No warranties

(a) Subject to clause 5(b), all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded.

(b) Nothing in these Terms and Conditions is intended to be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

8. Infringement of ArgusConnect's Rights

(a) You must as soon as reasonably practical notify ArgusConnect of any actual, threatened or suspected infringement of any of ArgusConnect's rights, including its IPR in, to or in connection with the Software of which you become aware during the term of the licence granted under these Terms and Conditions.

(b) You must cooperate with and provide reasonable assistance to ArgusConnect in respect of any proceedings issued by ArgusConnect to enforce its rights, including its IPR, in and to the Software.

9. Release

(a) You assume all risks associated with operating the Software and ArgusConnect does not warrant that the Software will be error free or will meet your specific needs.

(b) ArgusConnect does not warrant the accuracy of any data or information generated as a result of your use of the Software.

(c) To the maximum extent permitted at law, you hereby release, indemnify and agree to hold harmless ArgusConnect against any claims for loss, damage, cost or expense that you or any person claiming through you may incur as a result of or in connection with the Software.

10. Termination

(a) The licence granted under these Terms and Conditions may be terminated by you by giving 2 weeks' written notice to ArgusConnect.

(b) The licence granted under these Terms and Conditions may be revoked by ArgusConnect by giving 2 weeks' written notice to you.

(c) The termination or revocation of the licence granted under these Terms and Conditions is without prejudice to any rights which have accrued to a party before the date of termination.

11. Notice

All notices required to be given by you under these Terms and Conditions must be in writing and served by delivering it to ArgusConnect's address as indicated in these Terms and Conditions, or by posting it by prepaid registered post to that address.

12. Enforcement

(a) Any clause or part of a clause of these Terms and Conditions which is ineffective in any jurisdiction is ineffective only to that extent and in that jurisdiction.

(b) Where any clause or part of a clause is ineffective in a particular jurisdiction it may be severed without affecting any other part of these Terms and Conditions.

13. Waiver

No right under these Terms and Conditions or the licence granted under these Terms and Conditions is waived or deemed to be waived except by notice in writing signed by the party waiving the right.

14. Neither these Terms and Conditions nor the licence granted under these Terms and Conditions creates any partnership, joint venture or agency relationship between the parties.

15. Governing Law and Jurisdiction

These Terms and Conditions and the licence granted under these Terms and Conditions are governed by the law of the State of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

16. Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties in relation to the licence and use of the Software. Any changes to these Terms and Conditions shall only be binding if agreed in writing and signed by the parties.

SCHEDULE

- ArgusMessenger - Authorised version
- ArgusMail - Authorised version
- ArgusAPI - Authorised version
- ArgusAgent - Authorised version
- ArgusAddressBookSetup - Authorised version