

SOFTWARE EVALUATION LICENCE (Development Software)

METHODWARE LIMITED of Wellington, New Zealand ("the Licensor") either owns or is authorised to licence Enterprise Risk Assessor ("the Software"). The evaluation licence is subject to the following terms and conditions.

1. USE RIGHTS AND LIMITATIONS

You may:

- (a) use the Software for 30/60/90 consecutive days for evaluation purposes only.
- (b) only use the Software on a single CPU.

You may not:

- (a) use, copy, modify, transfer, assign or sublicense the Software in whole or in part.
- (b) distribute the Software or distribute or use PC-Install Version 6.03 otherwise than as a runtime library of the Software.

2. TERM

This licence is effective for 30/60/90 consecutive days. At the expiry of this period you may either enter into a licence agreement with the Licensor, or you may decline to enter into a licence agreement. If you decline to enter into a licence agreement, then on the expiry of the 30/60/90 day period you must destroy the evaluation copy of the Software together with any software that has been developed by using the Software. This licence will also terminate if you fail to comply with any term or condition of this licence.

3. EXCLUSION OF WARRANTY

- (a) You assume responsibility for the selection of software to achieve your intended results, and for the installation, use and results obtained from the Software.
- (b) The Licensor does not warrant that the functions contained in the Software will meet your requirements or that the operation of the software will be uninterrupted or error free. The entire risk as to the quality and performance of the Software is with you. If the Software proves defective you assume the entire cost of all necessary support, repair or correction.
- (c) The Licensor excludes, to the extent permissible by law, all warranties whether expressed or implied including, without limitation, any warranty or guarantee provided by the provisions of the Sale of Goods Act 1908, the Contractual Remedies Act 1979 or the Consumer Guarantees Act 1993.
- (d) To the extent that the provisions of the Fair Trading Act 1986 and other statutes, rules or regulations for the time being in force in New Zealand may imply certain conditions or warranties or impose obligations on the Licensor which cannot, or cannot except to a limited extent, be excluded, restricted or modified by the provisions of this licence, such excluded restrictions and modifications shall apply only to the extent that they cannot be excluded. The Licensor's liability pursuant to any implied condition or warranty that cannot be excluded shall be limited at the Licensor's discretion to the replacement of the evaluation copy of the software.
- (e) In no event will the Licensor be liable to you for any damages whatsoever, including lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use the Software, even if the Licensor has been advised of the possibility of such damages or for any claim by any other party.

4. COPYRIGHT

- (a) You acknowledge that the Software is the subject of copyright. You shall not during or any time after the expiry or termination of the licence permit any act which infringes that copyright and, without limiting the generality of the foregoing, you specifically acknowledge that you may not copy the Software except as otherwise expressly authorised by this licence.
- (b) You shall indemnify the Licensor fully against all liabilities, costs and expenses which the Licensor may incur to a third party as a result of any breach of the copyright provisions of this licence where that breach is caused or permitted to be caused by you, or any of your employees, subcontractors, agents, or other party within your reasonable control.

- 5. INFRINGEMENT** You should promptly notify us if anyone makes a claim against you that the Software infringes their rights. If you give us such notice the licence shall automatically terminate. This is your only remedy in the event of a claim of infringement.

- 6. LAW** This licence is governed by the laws of New Zealand and the courts of New Zealand shall have non exclusive jurisdiction in any proceedings relating to it.

- 7. QUESTIONS** If you have any questions concerning this licence you may contact the Licensor by writing to the Licensor at PO Box 27 415, Wellington, New Zealand.