

MESSAGEmanager on Premise End User License Agreement

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 - (a) the FSID Service and the VoiceXML Service (“Key Components”) and any other software or components described as a “Key Component” in the documentation; and
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- (d) not provide or otherwise make available the software in any form to any person other than those referred to in paragraph (c) without the prior written consent of MESSAGEmanager Solutions;
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 - (c) a failure by the licensee to comply with:
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8. Term of licence

- 8.1 This licence is granted in perpetuity, but may be terminated by MESSAGEmanager Solutions in the following circumstances:

- (a) If the licensee is in breach of any term of this licence or of MESSAGEmanager Solutions' terms and conditions of sale;
- (b) If the licensee, being a corporation, becomes the subject of insolvency proceedings;
- (c) If the licensee, being a firm or partnership, is dissolved; or
- (d) If the licensee destroys the software and documentation for any reason.

- 8.2 Upon termination, the licensee or its representative will destroy any copies of the software and documentation in its possession or under its control or otherwise return or dispose of such material in the manner directed by MESSAGEmanager Solutions.

- 8.3 Termination pursuant to this clause will not affect any rights or remedies which MESSAGEmanager Solutions may have otherwise under this licence or at law.

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- 9.1 MESSAGEmanager Solutions may assign or novate this licence (in whole or in part) to any person on written notice to the licensee.

- 9.2 The licensee may transfer the software to a different personal computer or similar device or a different operating system (whether physical or otherwise) provided the licensee within a reasonable period of time completely deletes and removes the software from the initial personal computer, device or operating system (whether physical or otherwise).

- 9.3 The licensee may assign the benefit of this licence to a third party (**incoming licensee**) provided that:

- (a) the licensee notifies MESSAGEmanager Solution of the incoming licensee;
- (b) the incoming licensee (by notice in writing to MESSAGEmanager Solutions) accepts the terms of this licence;
- (c) the licensee transfers to the incoming licensee all copies of the software held by it (including all components, upgrades, media, documentation and material whether electronic or otherwise); and
- (d) the licensee does not retain any copies of the software or documentation.

10. Waiver

Failure or neglect by either party to enforce at any time any of the provisions of this licence will not be construed or deemed to be a waiver of that party's rights under this licence.

11. Indemnities

Any indemnity given by a party under this licence is not the exclusive remedy of the party holding the benefit of the indemnity, which party may at its option, in addition or in the alternative, pursue remedies at common law, in equity or under statute.



12. Dispute Resolution

A party must not start court proceedings about a dispute arising out of this licence unless it first complies with this clause, except where a party seeks urgent injunctive relief.

If a dispute arises (including a breach or an alleged breach) under this licence then the party disputing the issue must give the other party written notice of the nature and details of the dispute. If the dispute is not resolved at an operational level or is sufficiently serious that it cannot be resolved at the operational level, the senior management representatives of each of the parties will endeavour to agree upon a resolution. The parties acknowledge that it is in their respective interests to resolve disputes at this level.

13. Governing law

This licence will be governed by and construed according to the law of New South Wales.

