



# SILVERLINING™ LICENCE ORDER FORM

**To: (the “Licensor”)**

Company:	FarField Technology Ltd
Address:	PO Box 3894, Christchurch, New Zealand.
Fax:	+64-3-374 6130
Email:	<a href="mailto:silverlining@farfieldtechnology.com">silverlining@farfieldtechnology.com</a>

**From: (the “Licensee”)**

Name:	
Company:	
Address:	
Phone:	
Fax:	
Email:	

**Please Supply:**

Software	Licence Fee*	Quantity	Amount
SilverLining™ Registered Version, <b>One Year Licence</b> Windows, node-locked	US\$1,500		
SilverLining™ Registered Version, <b>Perpetual Licence</b> Windows, node-locked	US\$4,500		
*An Academic Discount of 33% off the Licence Fees apply to teaching or non-commercial research entities. Please supply proof of academic status.			TOTAL US\$

**Payment Options:**

1. Purchase order (account holders only)

2. Visa / MasterCard (circle one):

- Name as it appears on card: \_\_\_\_\_
- Credit card number: \_\_\_\_\_
- Card expiry date: \_\_\_\_/\_\_\_\_
- Your signature: \_\_\_\_\_

By signing this section, you authorise FarField Technology Ltd to charge the Licence Fees payable to your nominated credit card.

3. Wire transfer to the following:

- Account Name: FarField Technology Ltd
- Account Number: 68905 90000                      Swift Number: BKNZ22
- Account Type: US Dollars Offshore Account
- Bank: Bank of New Zealand, Riccarton Branch, Christchurch, New Zealand

**Standard Terms and Conditions:**

- Delivery of the Software is via web download with on-line manual; no CD or hard-copy manual supplied.
- Registered Version, One Year Licence: Free email support for the term of the Licence. New software versions released during the term of the license will be made available at no cost.
- Registered Version, Perpetual Licence: Free email support for 12 months. Minor version upgrades will be made available at no cost. Major version upgrades will be made available at upgrade price in effect at that time.
- Prices are subject to change without notice.
- Subject also to the conditions contained in the SilverLining™ End User Licence Agreement that accompanies this order form.

By completing and signing this order form, the Licensee named above agrees to be bound by these Standard Terms and Conditions.

Signature of Licensee\* \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\*You acknowledge that Farfield Technology Limited may accept or reject any order placed by you. Your completion and/or submission of this order form does not: (a) indicate acceptance by Farfield Technology Limited of the terms contained in the order form; or (b) place any obligation on Farfield Technology Limited to supply any products to you

# End-User Licence Agreement For SilverLining™ Software

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## **IMPORTANT – READ CAREFULLY:**

THE LICENSOR FARFIELD TECHNOLOGY LIMITED (FFT) IS WILLING TO GRANT THE LICENSEE SPECIFIED IN THE ORDER FORM ACCOMPANYING THIS AGREEMENT (**ORDER FORM**) OR THE PERSON WHO HAS DOWNLOADED THE DEMONSTRATION VERSION OF THE SOFTWARE (AS DEFINED IN THIS PARAGRAPH) (**YOU**), A LICENCE FOR THE SILVERLINING™ SOFTWARE AND ANY ACCOMPANYING MEDIA INCLUDING PRINTED OR ELECTRONIC MATERIALS (TOGETHER, THE **SOFTWARE**) ONLY IF YOU ACCEPT ALL THE TERMS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY, **BECAUSE DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE WILL BE DEEMED TO BE YOUR ACCEPTANCE THAT YOU ARE USING IT ON THE FOLLOWING TERMS.**

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE** AND, IF APPLICABLE, RETURN THIS PRODUCT PROMPTLY, INCLUDING ALL PACKAGING AND WRITTEN MATERIALS (IF ANY) TO FFT, FOR A FULL REFUND OF YOUR LICENCE FEE (EXCLUDING ANY SHIPPING AND HANDLING FEES).

1. **Licence File:** You must only use the Software with an electronic licence file provided to you by FFT (**Licence File**) that operates the Software either as a demonstration version (**Demonstration Version**) or as a fully registered version (**Registered Version**). The Software will not operate without a valid Licence File. The Demonstration Version may contain limitations to the functionality of the Software or the duration for which the Software will operate that do not exist in the Registered Version. The Registered Version may contain limitations to the functionality of the Software or the duration for which the Software will operate depending on the type of Licence File you purchase (as specified in the Order Form accompanying this Agreement).
2. **Licence:** On payment of the licence fees specified in the Order Form (in the case of the Registered Version) or on downloading the Demonstration Version, FFT grants you a non-exclusive, non-transferable licence to use the Software in accordance with this Agreement. “Use” of the Software means loading, installing, or running the Software together with a valid Licence File on a computer. The Software is available for download from FFT’s website [www.farfieldtechnology.com](http://www.farfieldtechnology.com). The Licence File for the Registered Version must only be used on the computer on which it is installed. The Software and Licence File includes a node lock that prevents the Software and Licence File from operating on another computer. If you wish to use the Software and Licence File on another computer you will complete, sign and submit to FFT a “Transfer of Host ID” form (**Transfer Form**) available from FFT. On receipt of the Transfer Form, FFT may approve the transfer by giving written notice to you.
3. **Term and Renewal:**

Unless terminated earlier in accordance with this Agreement, where the Licence File provided by FFT is for a:

- (a) *Demonstration Version*, the term of this Agreement is 90 days from the time the Licence File is generated by FFT (**Demonstration Term**). Following the Demonstration Term, FFT may, at your request but at FFT’s sole discretion, renew this Agreement for a further period specified by FFT. Renewal will be effected by the issue of a new Licence File;
- (b) *Registered Version, One Year Licence*, the term of this Agreement is one year from the time the Licence File is generated by FFT (**Initial Term**). Following the Initial Term (and any subsequent renewed term), the parties may renew this Agreement for an additional term of one year provided that you:
  - (i) are not in breach of this Agreement,
  - (ii) pay the then current Licence Fee, and
  - (iii) agree to any variation of this Agreement specified by FFT and made in accordance with clause 15.

Renewal will be effected by the issue of a new Licence File; or

- (c) *Registered Version, Perpetual Licence*, this Agreement continues in perpetuity from the time the Licence File is generated by FFT.
4. **Restrictions on Use:** You must not:
- (a) copy the Software or the Licence File in any visual or machine-readable form, except that one copy of the Software and Licence File may be made to the extent that such copying is necessary for your own backup purposes;
  - (b) translate, adapt, reverse-engineer or modify the Software or the Licence File other than in accordance with this Agreement;
  - (c) separate any component part of the Software or the Licence File for use on more than one computer; lend, rent, lease, transfer, assign or otherwise deal in the Software or the Licence File or your rights under this Agreement without the prior written consent of FFT;
  - (d) where you are an academic institution and have paid a reduced or discounted licence fee, use the Software for commercial purposes or in connection with the provision of services to any person for reward, unless you pay to FFT the difference between FFT's standard licence fee and the amount you originally paid.
5. **Upgrades:** FFT may offer you upgrades to the Software (**Upgrades**) when they are released. FFT will not charge you a fee for any Upgrades if you have purchased a Licence File for the Registered Version, One Year Licence. For all other Licence Files, FFT may charge you a fee for any Upgrades at prices specified by FFT. All Upgrades will form part of the Software and must only be used in accordance with this Agreement.
6. **Protection of Proprietary Rights:** You acknowledge that the Proprietary Rights in the Software and the Licence File are vested in FFT or its licensors and you will not dispute such ownership. For the purposes of this Agreement, "**Proprietary Rights**" means all property in the Software, Licence File, and rights to patents, licences, trade marks, trade names, inventions, trade secrets, copyright and know-how relating to the origin, manufacture, programming, operating and/or servicing of the Software and the Licence File and any enhancements or modifications of the Software and the Licence File. You must maintain all intellectual property notices appearing on the Software and Licence File and must not remove the same. You must notify FFT immediately in writing if you know of any circumstances that suggest that any person may have unauthorised knowledge, possession or use of the Software and the Licence File.
7. **Confidentiality:** You must at all times, make every effort to ensure the confidentiality of the Confidential Information and use your best endeavours to bind your officers, employees and agents not to disclose, communicate, copy or reveal for any purpose whatsoever the Confidential Information except as permitted under this Agreement. For the purposes of this clause, "**Confidential Information**" means the Software, Licence File, information relating to your customer account and any other information provided by FFT to you as confidential, or which from its nature and content is, or would reasonably be expected to be, confidential. Your obligations under this clause will survive termination of this Agreement.
8. **Warranty:** The Software and Licence File is licensed or provided "as is" and all representations or warranties (statutory, express or implied except any which may not lawfully be excluded) are expressly excluded. Without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose are excluded. You acknowledge that the Software operates in a predictive manner relative to input which FFT has no control over the collection, use or interpretation and you agree to accept the entire risk as to the use and the results of the use of the Software in terms of correctness, accuracy, reliability and performance.
9. **Liability:** You will indemnify FFT against all claims, proceedings, demands, costs, losses and damages resulting from your use of the Software or a breach of your obligations under clause 6 or 7. FFT will not be liable under the law of tort, contract or otherwise for any direct, indirect or consequential loss or damage, including any loss of profits, however caused, arising out of the use of the Software. If any limitation or liability in this Agreement is invalid for any reason and FFT becomes liable for loss or damage that would otherwise have been excluded, such liability will be limited to the total amount actually paid by you for the Software in the 12 months prior to the time the liability arises.
10. **Default and Termination:** FFT may terminate this Agreement immediately by giving written notice to you:

- (a) **if you breach any of your obligations under this Agreement and fail to remedy the breach within 30 days after notice from FFT requiring the breach to be remedied; or**
- (b) **if you go into liquidation or have a receiver or statutory manager appointed over any of your assets or become insolvent, or make any arrangement with creditors.**

**Immediately following termination of this Agreement you must deliver all Confidential Information of FFT to FFT, and destroy all copies of the remaining Software and Licence File in whatever form possessed by you.**

- 11. **Taxes:** All payments under this Agreement shall be free of deduction or withholding. In the event that you become liable to deduct or withhold an amount by way of tax or otherwise from payment of fees due under this Agreement, you shall pay such additional amount as will be necessary to ensure that the amount of fees received by FFT equals the amount that would have otherwise been received in the absence of that deduction or withholding.
- 12. **Notice:** Any notice to be given in terms of this Agreement must be made in writing, email or by facsimile transmission sent to the address notified by either party to the other from time to time. Any communication by email or facsimile transmission will be deemed to be received when transmitted to the correct email or facsimile transmission address of the recipient and any communication in writing will be deemed to be received when left at the specified address of the recipient or the day following the date of posting.
- 13. **Force Majeure:** FFT will not be liable to you for any delay or failure of FFT to perform its obligations hereunder if such delay or failure arises from cause or causes beyond the reasonable control of FFT.
- 14. **Assignment:** You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement without the prior written consent of FFT.
- 15. **Agreement:** This Agreement and any Order Form accompanying this Agreement constitutes the entire agreement between FFT and you with respect to the subject matter hereof and supersedes any and all prior negotiations and agreement between us. No variation to the terms of this Agreement will be binding unless it is in writing and signed by both parties.
- 16. **Governing Law:** This Agreement is subject to the laws of New Zealand and you submit to the exclusive jurisdiction of the New Zealand courts.