



Licence Agreement

- Customer details
- Entitlements
- Terms, disclaimers & limitations

Customer details

The following customer details will need to be input when installing the program.

Customer name (*case sensitive*)

Entities number (*ie maximum number of entities per group*)

Groups number (*ie maximum number of clients if customer is a tax agent*)

Authorisation code
(*enter as single number with no spaces*)

Entitlements

The abovementioned customer (you) is granted the following rights in consideration for payment of the licence fee detailed in the Purchase Order form for the Tax Assets Consolidator software program (the product) and subject to the terms, disclaimers, limitations and conditions of use (the matters) detailed in this agreement and noting that the product's main purpose is to streamline tax cost setting calculations for entities joining a consolidated group.

1. A non-exclusive right to use the product on your computer(s) for the purpose of tax planning and/or compliance for the tax entities in your group or for whom you have responsibility as registered tax agent. This does not include a right to rent, lease, or lend the product.
2. The right to use the product to perform tax cost setting calculations for the assets of each entity referred to in (1) up to the 'entities number' for each of the groups in the 'groups number' referred to above. You may install the product on as many of your computers as is appropriate provided that these entity and group number limits are not exceeded in total. Tax Technology Pty Ltd has reserved the right to include control features to allow any breach of these licence limits to be detected.
3. The right to utilise the Help facility in the product for the purposes of conducting tax research by you for the entities mentioned in (1).
4. The right to utilise the product for the purposes of training your employees and/or principals.
5. The right to create back-up copies of the files generated by the product.
6. The right to receive any revised versions of the product produced to reflect changes to income tax laws relating to tax cost setting up to 30 June 2003 which are not already handled by the product (Tax Technology Pty Ltd reserves the right to determine whether a particular tax law requirement is handled by the product).
7. The right to return the product within 30 days of its delivery to you for a full refund of the licence fee, without limiting any other consumer rights you may have.
8. The right to receive amended versions of the product to rectify any 'bugs' that prevent the product from achieving its abovementioned main purpose.

No other rights are granted or implied, apart from any that are agreed and confirmed in writing as being a supplement to this agreement. The abovementioned terms, disclaimers, limitations and conditions of use are shown on the next page.



Terms, disclaimers, limitations and conditions of use

Any use of the product by you signifies your acceptance of these matters and Tax Technology Pty Ltd reserves the right to terminate this agreement if you fail to comply with any matter:

1. you use the product entirely at your own risk. You accept that to the maximum extent permitted by law, under no circumstances will Tax Technology Pty Ltd, or its directors, employees, affiliates and agents ('we') be responsible or liable for the results of any actions taken on the basis of information in this product nor for any bugs, errors or omissions (however caused) in this product, and
2. you recognise and acknowledge that we are not providing legal, tax or accounting advice, and
3. you accept that given the evolving and incomplete nature of the rules dealing with tax consolidations, it is not possible to assure that the calculations performed by this product are correct at any particular point in time. You accept that we have advised you to consult with your taxation adviser if any reliance is to be placed on the results, and
4. you acknowledge that to the maximum extent permitted by law, we expressly disclaim all and any liability and responsibility to any person, whether a user of this product or not, in respect of anything, and of the consequences of anything, done or omitted to be done by any such entity or person in reliance, wholly or partially, upon the whole or any part of this product, and
5. you accept that this agreement is governed by the laws applicable in New South Wales, Australia and that if we are liable to you or any third party for damages under those laws, then you agree that the total of such liability for any cause whatsoever will be limited to Australian \$1, and
6. you agree that your use of the product will be limited to the purpose of assisting in tax planning and compliance for the tax entities for whom you have responsibility either as tax agent or corporate tax practitioner. You acknowledge that any other use of this product (including copying, dismantling, reverse engineering, selling, publishing workpapers or extracts thereof, etc) is not permitted. You undertake to ensure reasonable measures are taken to prevent the product from being used by persons other than employees of your organisation or on computers other than computers owned or leased by your organisation, and
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