AKIPS SOFTWARE LICENCE AGREEMENT

VERSION 1.7

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- "Licensee" or "Customer" means the person or entity agreeing to this Agreement with the Licensor.

- "Licensed Materials" means the Software and any associated documentation.

- "Major Release" means any Software Release issued within the current calendar year.

- "Software" means AKIPS Network Monitor software.

- "Operating System" means the bundled FreeBSD operating system.

- "Third Party Packages" means additional bundled software required to run the Software.

- "Software Release" means the combined Software, Operating System and Third Party Packages.

- "Subscription" means a payment made by the Licensee to the Licensor that allows full functionality of the Software for a set period of time.

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This Agreement is not subject to change or revision by the Licensee.

Amendments to this agreement will not be accepted.

The terms of use of the Software will be updated over time by the Licensor and will form additional and / or replacement terms of the Agreement. Release notes contain notices of updates.

3 Licensor's Contact Details

AKIPS Pty Ltd
PO Box 3422
Shailer Park, Qld, 4128
Australia

Australian Company Number (ACN) 169 056 204
Contact Email: accounts@akips.com

4 Terms

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- Use the Software on networks controlled solely by the Licensee.

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Subscription renewals should be made by the due date on the anniversary of the term that was originally agreed, or annually, whichever is lesser, to ensure that historical monitoring data is available. After the expiration of your Subscription, a maximum of two days of network monitoring data will be viewable until a new Subscription has been paid and a new activation key issued. Once renewed, the data history will be returned, providing up to three years of historical data.

The Licensee may be required to update the Software to the latest Major Release, upon renewal of the Subscription. Please note that the activation key issued at renewal time is only guaranteed to work on the latest Major Release.

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The Licensor will, at their sole discretion, provide upgrades and fixes for the Software and provide updates for the Operating System, limited to the terms under which a Subscription payment has been provided.

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If there is an issue updating to the latest Software Release, the Licensor will, within seven business days, inform the Licensee of an estimated time frame in which a solution or workaround will be available.

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Each party shall disclose to the other, in writing, all security-relevant information regarding the vulnerabilities, risks and threats to the Software, Operating System, and any Third Party Packages within seven business days of discovery. Such security documentation shall describe the vulnerability, its security impact, root cause and recommended corrective actions.

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Licensee hereby agrees not to initiate class-action lawsuits against Licensor in relation to this Agreement and to compensate Licensor for any legal fees, costs or attorney fees should any claim brought by Licensee against Licensor be denied, in part or in full.

22 Binding Arbitration Clause

Disputes of any nature are first to be communicated to the Licensor by forwarding a written event notice that details the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. The Licensor will attempt to resolve disputes within a period of not more than ninety days from the date the notice of dispute is sent. After ninety days the Licensee may commence arbitration. If the Licensee and the Licensor do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. The Licensee gives up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final. Any court with jurisdiction over the parties may enforce the arbitrator's award.

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- exported the Software to any jurisdiction where Licensor may not enforce their rights under the Agreement in; or

- Licensee was in breach of any of the Agreement's terms and conditions and such breach was not cured within thirty days of written notice; or

- Licensee was in breach of any of the terms of the Agreement; or

- Licensee otherwise enters into any arrangement which causes Licensor to be unable to enforce their rights under the Agreement.

Any residual period resulting from termination of the Subscription is rescinded and will not result in any refund provided Licensee fails to comply with any provision of the Agreement and fails to cure or take reasonable steps to cure such failure within thirty days after receipt of written notice.

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