

# PSI Software License Terms

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### SHARPERLIGHT

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- b) You have failed to follow the Licensor's instructions, manuals or guidelines for the use of the Software Product;
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The latest version of the SOFTWARE PRODUCT is available to all users with a maintenance agreement and valid SOFTWARE PRODUCT licenses that are not in breach of this EULA.

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BOTH PARTIES EACH HEREBY KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREFROM OR RELATING HERETO.

17. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

18. This EULA is governed by the laws of Australia.

19. You acknowledge and agree that a breach of this EULA would cause irreparable harm and significant injury and loss to the Licensor for which damages may not be adequate. You agree that the Licensor may apply for injunctive relief to enforce the provisions of this EULA or to prevent any breach (actual or threatened) of the EULA by you.

20. If any provision of this EULA is held invalid or unenforceable, the remainder of this EULA shall continue in full force and effect.

21. Each party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purposes of this EULA.

22. Failure to exercise or delay in exercising any right, power or privilege in this EULA by a party does not operate as a waiver of that right, power or privilege.

23. The Licensor reserves the right to amend the terms of this EULA at any time. The Licensor will give you notice of the amendments to you. Your continued use of the Software Product will constitute an acceptance of the amendments.

24. You agree to indemnify and hold harmless the Licensor in respect of all actions, claims, proceedings, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) in connection with any of the following:

- a) Any breach of this EULA by you;
- b) Your negligent acts or omissions.

25. You must not assign or transfer the licence or this EULA to any person without the Licensor's written consent.