

END USER LICENSE

THIS IS A LEGAL AGREEMENT BETWEEN YOU ('THE LICENSEE') AND GENERAL RELATIVITY PTY LTD AS TRUSTEE FOR THE GENERAL RELATIVITY TRUST ('THE LICENSOR'). BY INSTALLING THIS SOFTWARE ON A COMPUTER YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT PROCEED WITH INSTALLING THIS SOFTWARE ON A COMPUTER.

1. The Licensor grants to the Licensee a non-exclusive license to install and use a single copy of this computer software product called Nursing Calculations ('the Software') in Evaluation Mode on a single personal computer without fee for a period of up to three (3) days from the date of first executing the Software ('the Trial Period') subject to the terms and conditions of this Agreement.
2. If the Licensee fails to pay the license fee, the Software will stop functioning at the end of the Trial Period and the Licensee is prohibited from further using the Software on any computer.
3. Upon purchase of a license to use the Software and subject to the payment of the license fee, the Licensor grants to the Licensee a non-exclusive, non-transferable license to install, activate and use a single copy of the Software on the hard drive of a single personal computer, subject to the terms and conditions of this Agreement.
4. The Licensee agrees that the Licensor may use at its entire discretion any and all technological measures in the Software designed to prevent unlicensed or illegal use of the Software ('Security Reference Points'). The Licensee acknowledges that replacement or alteration of any hardware or software may remove or affect the Security Reference Points and in such circumstances the Software may need to be re-activated at the sole expense of the Licensee.
5. The payment of the license fee entitles the Licensee to two (2) electronic activation keys. It is acknowledged by the Licensee that these keys require an internet connection to function. The Licensor shall not be obliged to provide any additional electronic activation keys to the Licensee unless and except the Licensee pay a new and additional license fee.
6. The Software is licensed and not sold to the Licensee who shall not acquire any right, title or interest (including without limitation copyright) in the Software or any part thereof.
7. All rights in the Software whether existing or which may come into existence which are not specifically granted to the Licensee by this Agreement are expressly reserved to the Licensor.

8. The Licensee is authorised to make a single copy of the Software solely for back-up or security purposes. Otherwise the Licensee must not copy, reproduce, adapt, translate, modify, merge, de-compile or reverse engineer the Software except as otherwise provided in this Agreement, without the express written consent of the Licensor.

9. In the event that the Licensee requires information for the purpose of making interoperable products or for security purposes, the Licensor will make readily available upon request from the Licensee information in accordance with Section 47D and Section 47F of the Copyright Act 1968 (Commonwealth of Australia) respectively.

10. If an error in the Software prevents it from operating as intended or in accordance with any specifications or other documentation supplied with the Software, the Licensor will at its sole discretion and within sixty (60) days of being advised by the Licensee of such an error, make available at an ordinary commercial price another copy of the Software that does operate as intended or in accordance with any specifications or other documentation supplied with the Software or refund the license fee paid by the Licensee.

11. Except to the extent specified to the contrary in this Agreement, the Licensor shall not be obliged to support the Software, whether by providing advice, training, error-correction, modifications, updates, new releases or enhancements or otherwise.

12. The Licensee shall use the Software:

- (i) Only for the purposes of private research or for its own business purposes; and
- (ii) only for the permitted purposes set out in this agreement

13. The Licensee must not market, sell, distribute, sub-license or transfer any copy of the Software to others or electronically transfer the Software from one computer to another over a public or private network, either on its own or with or as a part of any other product or equipment.

14. The Licensee shall not do or omit to do or authorise any other person to do or omit to do any act which:

- (i) would or might invalidate or be inconsistent with any Intellectual Property Rights of the Licensor; or
- (ii) would be in breach of or otherwise inconsistent with the moral rights of the authors of the Software.

15. The Licensee shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Software.

16. The Licensee shall not modify or alter the Software or merge all or any part of the Software with any other software or material.
17. The Licensee shall be solely responsible for the use, supervision, management and control of the Software.
18. The Licensee acknowledges that the Software is to be used or downloaded strictly in accordance with the instructions provided on the websites: <http://www.gheducation.com> or <http://www.educinno.com> or with the Software.
19. These terms and conditions are to be read in conjunction with the Product Terms and Conditions (available at <http://www.gheducation.com> or <http://www.educinno.com>) and in the event that any such terms are in conflict the terms and conditions of this End User License are to be considered dominant. By using or downloading the Software, you acknowledge that the Licensor is not liable for any loss, damage, compensation or other legal remedy that may arise from the use or download of the Software. If any statute implies a term in this Agreement and prohibits its exclusion, such term shall form part of this Agreement but all other terms which are not expressly referred to or incorporated into this Agreement are hereby excluded to the extent permitted by law. If a term is implied by statute, and that statute prohibits exclusion of the clause but permits the limitation of liability in respect of such term, the liability of the Licensor shall be limited to the repair, modification or replacement of the Software.
20. The Licensee shall be liable and shall fully indemnify the Licensor for all losses, costs any for any breach of this Agreement.
21. The Licensee shall at all times indemnify and hold harmless the Licensor and its officers, employees and agents (those **indemnified**) from and against any loss (including reasonable costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:
 - (i) a breach by the Licensee of its obligations under this Agreement; or
 - (ii) any wilful, unlawful or negligent act or omission of the Licensee.
22. This License will automatically terminate, without any refund to the Licensee of any license fee paid by the Licensee to the Licensor, if the Licensee breaches any of the terms of this Agreement.
23. Upon termination of the License, the Licensee must remove and delete the Software from any computer on which it is installed.
24. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the said provision shall be deemed deleted and the remaining provisions shall in no way be affected or impaired.

25. This Agreement may be assigned at any time by the Licensor but is non-assignable by the Licensee.

26. The Licensee acknowledges that the Licensor disclaims any and all liability for the accuracy of the information in the Software and the Licensee agrees to enter into this Agreement subject to the following disclaimer:

The information contained in this Software Product is presented for the purpose of education and information only. Nothing contained in this Software Product is intended to be or to assist medical diagnosis, medical advice or treatment for patients. Some of the terminology or drug references contained within this Software may not be familiar to you. It is terminology or drug references commonly used within Australia. If you determine that you do not understand or you are not familiar with the terminology or drug references you should stop using this Software Product; if you do continue to use this Software Product you proceed at your own risk. The Licensor disclaims any and all liability for the accuracy or currency of the information in this Software Product. The Licensor disclaims any and all legal responsibility whether such arises in contract, tort or statute for damages or compensation arising from the use of this Software. You should confirm any information contained in this Software with other sources. No association or affiliation exists between the Licensor and any company, or drug referenced in this Software.

27. This Agreement will be governed by and construed in accordance with the laws in the State of South Australia, Australia.