

Salt Safetronic Authentication Server

End User License Agreement

Warning: Use of Salt Safetronic Authentication Server, is conditional upon you (the Customer) agreeing to the terms of this Agreement. Choosing, "I accept the terms of the License Agreement", when installing Salt Safetronic Authentication Server, shall be deemed to be your acceptance of the terms of this Agreement.

If you do not agree, (a) choose "I do NOT accept the terms of the License Agreement" else in choosing "I accept the terms of the License Agreement" deems acceptance.

1. Definitions

1.1 In this Agreement, unless inconsistent with the context:

- (a) Agreement means this agreement, its recitals, provisions and any schedule of this agreement.
- (b) Confidential Information includes information which relates to Salt Safetronic Authentication Server, including account details, tokens, passwords and activation codes development concepts, source code, object code, specifications, data models and schema, protocols, algorithms, manuals, drawings and data created or used by Salt.
- (c) Clause means a clause of this Agreement.
- (d) Confidential Client Data Information means information which relates solely to Customer's business and does not include any underlying data structures or concepts.
- (e) Force Majeure means an act, omission or circumstance over which Salt could not have reasonably exercised control including telecommunication failures.
- (f) Intellectual Property Right includes any right arising from or capable of arising from the: Circuits Layout Act 1989; Copyright Act 1968; Designs Act 2003; Patents Act 1990; Trade Marks Act 1995; any similar legislation outside the Commonwealth of Australia; any similar unregistered right and Confidential Information.
- (g) Party and Parties means a party to this Agreement and their respective successors, trustees and permitted assigns.
- (h) Sub-clause means a sub-clause of this Agreement.

1.2 In this Agreement, unless inconsistent with the context:

- (a) Words denoting a person shall include corporations, statutory corporations, partnerships, joint ventures, associations, boards, governments or semi-government agencies or authorities.
- (b) Words denoting the singular number shall include the plural number and vice versa.
- (c) Words denoting any gender shall include all other genders.
- (d) A reference to a statute or a regulation also refers to any statute or regulation amending, or consolidating or re-enacting same.
- (e) Money references are references to Australian currency.
- (f) A reference to includes, including, or inclusive is to be construed as being a reference to includes, without limitation, including, without limitation, and inclusive, without limitation respectively.
- (g) Headings used in this Agreement are for convenience and ease of reference only, and are not part of this Agreement and shall not be relevant or affect the meaning or interpretation of this Agreement.
- (h) Every obligation, covenant, agreement, condition express or implied in this Agreement and entered into by more than one party shall bind them jointly and each of them severally.
- (i) A provision of this Agreement shall not be construed adversely to the Party that drafted it.
- (j) If any provision or part provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision or part provision which shall be deemed deleted.
- (k) No remedy, expressly granted to Salt excludes or shall be deemed to exclude or modify any other right or remedy which would otherwise be available to Salt.

2. Customer's Right to Use Salt Safetronic Authentication Server

- (a) Subject to the terms of this Agreement Salt grants Customer a revocable perpetual non-exclusive right to use Salt Safetronic Authentication Server, in conjunction solely with tokens issued by Salt.
- (b) Salt shall, from time to time, provide tokens and access codes to permit Customer to use Salt Safetronic Authentication Server.

3. Customer's Responsibilities

3.1 Customer shall:

- (a) Advise Salt in writing within 7 days of it becoming aware of any person using Salt Safetronic Authentication Server who is not authorised by Salt to do so;
- (b) backup its data wherever same is stored;
- (c) comply with the licence terms and conditions of any third party software supplied by Salt;
- (d) comply with law;
- (e) conduct all appropriate virus and security checks;
- (f) apply, without delay, all updates issued by Salt from time to time to which it is entitled
- (g) ensure that its customers, employees, sub-contractors and other agents who have authorised access to Salt Safetronic Authentication Server are made aware of the terms of this Agreement;
- (h) keep its user accounts, passwords, tokens and activation codes details confidential and not disclose same to any other party. Should any such disclosure occur Customer shall report same to Salt in writing as soon as possible. Customer shall be responsible for all use of Salt Safetronic Authentication Server whether authorised by Customer or not.
- (i) pay the Fees specified in a Salt invoice;
- (j) provide equipment which Salt considers suitable to use Salt Safetronic Authentication Server;
- (k) supervise and control the use of Salt Safetronic Authentication Server in accordance with the terms of this Agreement;
- (l) train its staff in the use of Salt Safetronic Authentication Server;

3.2 Customer shall not:

- (a) copy, reproduce, translate, adapt, vary, modify, decompile, disassemble, reverse engineer, create derivative works of, modify, sub-license, rent, lease, loan or distribute Salt Safetronic Authentication Server other than as expressly authorised by this Agreement;
- (b) engage in token or password sharing, remote desktop access or port aggregation without the express permission of Salt;
- (c) install, upload or execute any computer programs which have not been checked and are not expressly specified by Salt as suitable;
- (d) permit any act which infringes the Intellectual Property Rights which subsist in Salt Safetronic Authentication Server and which belong to Salt.
- (e) provide or otherwise make available Salt Safetronic Authentication Server in any form to any other person;
- (f) use Salt Safetronic Authentication Server for any illegal, unauthorised or dangerous purpose including unsolicited commercial e-mail; or
- (g) use Salt Safetronic Authentication Server to publish any material of which it is not the Intellectual Property Right owner or licensed by the Intellectual Property Right owner or is defamatory.

4. Suppliers rights

4.1 Salt may, whilst being under no obligation to do so and at its sole discretion, without notice or giving any reason or incurring any liability for doing so cancel any tokens and deactivate the software if the use of the Salt Safetronic Authentication Server is, in its sole opinion, without limitation:

- (a) dangerous;
- (b) unauthorised; or

- (c) unlawful.
- (d) Disclaimer and Acknowledgments

4.2 Customer acknowledges that:

- (a) authentication is a complex area and Salt Safetronic Authentication Server is not designed as a substitute in any way for professional advice. Customer shall obtain appropriate professional advice before using the Salt Safetronic Authentication Server;
- (b) supplied with Salt Safetronic Authentication Server are certain notes and instructions and a failure to follow those instructions or notes carefully could result in authentication not occurring correctly;
- (c) Salt Safetronic Authentication Server does not necessarily comply with any standard or legislation;
- (d) Salt Safetronic Authentication Server is licensed on the strict understanding that, subject to the warranties below, Salt is not responsible for the results of any actions taken, either by Customer or a third party relying on authentication granted or denied using the Salt Safetronic Authentication Server.
- (e) Salt cannot and does not warrant that Salt Safetronic Authentication Server shall be available 24 hours a day or that any defect shall be corrected within a specific time frame.
- (f) Salt Safetronic Authentication Server is not necessarily secure, virus free or without defect; and
- (g) Salt is not responsible for:
 - (i) ensuring that Salt Safetronic Authentication Server is suitable for Customer's requirements or fit for any purpose;
 - (ii) any interruption to Salt Safetronic Authentication Server due to equipment failure, the need for routine maintenance, peak demand etc;
 - (iii) the supply or maintenance of Customer's equipment or software; and
 - (iv) any software supplied by third parties.

5. Support

5.1 Salt may, from time to time, make available various support services and other assistance in relation to Salt Safetronic Authentication Server.

5.2 Should Customer wish to use such services then Customer shall pay the then published rate of Salt in relation to such services. Such services are supplied pursuant to the terms and conditions set out in this Agreement.

5.3 Salt retains the Intellectual Property Rights in Salt Safetronic Authentication Server and the trade mark Salt Safetronic Authentication Server.

6. Confidential Information

6.1 To the extent that Confidential Information is not in the public domain (other than by way of breach of this Agreement) and is not known by the Customer at the time of disclosure, Customer shall:

- (a) keep such information confidential;
- (b) not directly or indirectly divulge or communicate or otherwise disclose any Confidential Information, in whole or part to any third party;
- (c) not use any Confidential Information, other than for the express purpose set out in this Agreement, without the express written consent of Salt; and
- (d) take all necessary precautions to prevent any disclosure of Confidential Information to unauthorised third parties and inform Salt of any suspected or actual disclosure of Confidential Information.

6.2 This Clause shall survive the termination of this Agreement.

7. Suspension of Obligations

7.1 If Customer breaches any provision of this Agreement Salt may, without further notice to Customer suspend its obligations to Customer under this Agreement.

8. Limited Warranty

8.1 Salt shall supply the Salt Safetronic Authentication Server with all due care and skill.
8.2 Salt shall re-supply the Salt Safetronic Authentication Server to the extent that it is not supplied in accordance with Sub-clause 8.1 provided that Customer notifies Salt of same within a reasonable time. This remedy shall be Customer's sole and exclusive remedy for breach of this Agreement or any other cause of action against Salt.

9. Limitation of Liability

9.1 To the extent permitted by law and except as expressly provided to the contrary in this Agreement, all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this Agreement or to this Agreement generally, are excluded. Where legislation implies in this Agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or the exercise of or liability under such term, such term shall be deemed to be included in this Agreement. However, the liability of Salt for any breach of such term shall be limited, at the to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and if the breach relates to services the supplying of the services again; or the payment of the cost of having the services supplied again.
9.2 To the extent permitted by law and except as expressly provided to the contrary in this Agreement, Salt shall not be under any liability (contractual, tortious or otherwise) to Customer in respect of any loss or damage (including consequential loss or damage) howsoever caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the supply of goods or services pursuant to this Agreement or an act, failure or omission of Salt.
9.3 Customer warrants that it has not relied on any representation made by Salt or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by Salt.

10. Waiver

10.1 No right of Salt under this Agreement shall be deemed to be waived except by notice in writing signed by Salt. Such a waiver by Salt shall not prejudice its rights in respect of any subsequent breach of this Agreement by Customer.
10.2 Any failure by Salt to enforce any provision of this Agreement, or any forbearance, delay or indulgence granted by Salt shall not be construed as a waiver of Salt's rights.

11. Assignment, Novation and Sub-Contracts

11.1 Customer shall not sub-contract, sub-licence, assign or novate, in whole or part, any entitlement or obligation under this Agreement without the prior written consent of Salt.
11.2 Salt may:
(a) sub-contract for the performance or part performance of this Agreement; and
(b) assign this Agreement to a third party without notice and in such circumstances, Salt's rights and obligations under this Agreement shall be immediately terminated upon assignment.

12. Notices

12.1 Notices under this Agreement may be delivered by hand, by mail, e-mail or by facsimile.
12.2 Notices shall be deemed given in the case of:
(a) hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
(b) email, immediately upon acceptance of same from a machine outside the control of the sender;
(c) posting, 3 days after dispatch; and
(d) facsimile, upon completion of transmission.

13. Termination

13.1 Salt may terminate this Agreement immediately by notice if:

- (a) any payment due from Customer to Salt remains unpaid for a period of 14 days;
- (b) Customer breaches any Clause and such breach is not remedied within 14 days of notice by Salt; or
- (c) Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (d) Customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
- (e) Customer being a natural person, dies; or
- (f) Customer ceases or threatens to cease conducting its business in the normal manner.

13.2 If notice is given to Customer pursuant to Sub-clause 13.1 then, in addition to terminating this Agreement, Salt:

- (a) may disable the Salt Safetronic Authentication Server or its tokens;
- (b) may retain any moneys paid;
- (c) may charge a reasonable sum for any un-invoiced items;
- (d) shall be regarded as discharged from any further obligations under this Agreement;
- (e) shall be under no liability to Customer for damages or compensation or any other payment whatsoever; and
- (f) may pursue any additional or alternative remedies provided by law.

14. Entire Agreement

14.1 Unless stated expressly to the contrary in this Agreement:

- (a) this Agreement constitutes the entire agreement between the Parties for the subject matter referred to in this Agreement. Any prior arrangements, agreements, representations or undertakings are superseded;
- (b) this Agreement is not to be construed as creating a joint venture, partnership or agency situation between the Parties. No Party may represent that there exists such a relationship between the Parties;
- (c) no Party may bind the other Party to any agreements, arrangements, contracts or understanding or represent that they have such authority; and
- (d) no modification or alteration of any provision of this Agreement shall be valid except in writing signed by each Party save that Salt may on 30 days notice change any term of this Agreement and in such a case Customer may terminate this Agreement during that notice period without further obligation.

15. Governing Law

15.1 This Agreement shall be governed by and construed according to the law of Victoria, Australia.

15.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia and the Commonwealth of Australia and any courts hearing appeals from such courts. Any proceedings in a Commonwealth court shall be commenced in Victoria, Australia.

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