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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions.

Unless the context otherwise requires, in this EULA:

Basis, We and Us means Basis Design Pty Ltd, Australia (A.C.N. 112 271 913), being the owner and provider of the License File;

Device means:

- (a) an iOS® wireless handheld device manufactured by or on behalf of Apple® Inc, or other device or simulator authorised under Apple® Inc Software License Agreement to host iOS® Operating System, and not comprising more than one processor; or
- (b) a unique machine instance including physical computer or virtual machine running Barcode Essentials Console Application in either standalone configuration or in a browser environment; or
- (c) a Windows Mobile device running Symantec Barcoder application (any version) that synchronizes with the Solution;

Device License means a time-limited (expiring) or perpetual (non-expiring) license whether version locked or not, for a single Device that synchronizes with or performs wireless upload to the Solution;

License File means a machine-readable file containing authorisation codes for one or more Device Licenses issued for a Server ID and provided to you by us in plain-text, encoded or encrypted format by any manner including but not limited to standalone file, email attachment or Internet data stream;

Redemption Code means a unique code provided to you by us for one-time use to permanently associate a License File with a single Server ID;

Server means a physical computer or virtual machine running a single and validly licensed copy of the operating system, compatible Symantec Management Platform version and Solution software for which the License File was designed, and having a unique Server ID;

Server ID means a unique identity string reported by the Solution for a Server;

Solution means Barcode Essentials Licensing Solution or Barcode Essentials Solution, including associated software components, media, printed materials and "online" or electronic documentation and additionally all versions of the Solution made available for download from the Website or provided to you as part of Support;

Support means a method for accessing support benefits, being one of: (a) online help desk tickets via <http://support.barcodeessentials.com>; (b) email requests to support@barcodeessentials.com; (c) other support channels as indicated on the Website;

Website means www.barcodeessentials.com and all sub-domains of barcodeessentials.com;

You and Your refers (as applicable): (a) if you are a person, to you in your capacity as buyer of the License File; or (b) if you are entering this EULA in your capacity as the duly authorised representative of a company or other entity who is buying the License File, to the company or other entity that you represent.

1.2 Interpretations

(a) Unless the context otherwise requires, reference to:

- (i) one gender includes the others;
- (ii) the singular includes the plural and the plural includes the singular;

- (iii) a person includes a partnership, body corporate, association (whether incorporated or not), government and governmental, semi governmental and local authority or agency;
- (iv) a party includes the party's executors, administrators, successors and permitted assigns;
- (v) a clause or sub-clause is to a clause or sub-clause of this EULA.
- (b) Including and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings are for convenience only and do not form part of this EULA or affect its interpretation.

2. GRANT OF LICENSE.

The License File and the Device Licenses it contains are licensed not sold under this EULA.

2.1 Terms of Use

- (a) Basis grants you a revocable, non-exclusive, non-transferrable license to install and use the License File with a single instance of the Server having the Server ID for which the License File was issued.
- (b) You may not use the License File with any other Server or instance of the Server.

2.2 Limitations of Usage

- (a) You may use the License File with the Solution to authorise wireless upload synchronisation for up to an aggregate number of Devices not exceeding:
 - (i) for time-limited License Files, the total number of non-expired Device Licenses indicated by the License File;
 - (ii) for perpetual License Files, the total number of Device Licenses indicated by the License File; Whether the License File is version locked or not.

2.3 License Expiration

- (a) A License File is expired when
 - (i) the current date is greater than the date at which the License File becomes invalid; or
 - (ii) the current SMP version is outside the version range allowed by the License File, where the License File is version locked.
- (b) A Device License is expired when the License File containing its related authorisation code is expired.
- (c) You may not use an expired Device License to authorise wireless upload synchronisation for any Device.

2.4 License File Redemption

You may obtain the License File by:

- (i) Submitting a valid Redemption Code and Server ID in the license file redemption form on the Web Site.
- (ii) Submitting a valid Redemption Code in the automatic license file redemption wizard in the Solution.
- (iii) Exporting the License File from the Solution, where the License File was previously imported into or redeemed by the Solution.
- (iv) Receiving the License File as an attachment to an email provided to you by Support.

2.5 Backup

You may make copies of the License File as may be necessary for backup and archival purposes.

3. TERMINATION

Without prejudice to any other rights, Basis may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must cease to use the License File and destroy all copies of the License File in your possession.

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6. GENERAL

6.1 Entire Agreement

This EULA is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this EULA. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this EULA.

6.2 Governing law

The laws of the State of New South Wales, Australia govern this EULA and the parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

6.3 Alterations

This EULA may be altered only in writing signed by each Party.

6.4 Severance

Any provision of this EULA which is unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the unenforceability. This will not invalidate the remaining provisions of this EULA nor affect the enforceability of that provision in any other jurisdiction.