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This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and BASIS DESIGN PTY LTD, AUSTRALIA ("Basis") as parties to the agreement for the BARCODE ESSENTIALS SOLUTION software product ("Solution") which may include associated software components, media, printed materials, and "online" or electronic documentation.

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 licensor of the Solution;

Copyright means: (a) any copyright under the Copyright Act 1968 (Cth); (b) any copyright under the Law of a country other than Australia; and (c) rights in the nature of or analogous to the rights in (a) or (b) under the Law of Australia or any other country (including future copyright and rights in the nature of or analogous to copyright);

Law includes any rule, statute, proclamation, regulation, ordinance or by-law, present or future, enacted or otherwise made by any state, federal or local government, and the requirements of any local, statutory or public authority and any person entitled to carry out a statutory or judicial function;

Solution means the currently available version of the Barcode Essentials Solution software application including all modules, components and web portals from time to time forming part of the Solution;

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 an authorised user of the Solution; or (b) if you are entering this EULA in your capacity as the duly authorised representative of a company or other entity who is using the Solution, 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 Solution is licensed not sold under this EULA.

2.1 Installation and Use.

Basis grants you a revocable, non-exclusive, non-transferrable license to install and use copies of the Solution on your computer running a validly licensed copy of the operating system and other software for which the Solution was designed.

2.2 Backup Copies.

You may also make copies of the Solution as may be necessary for backup and archival purposes.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

3.1 Maintenance of Copyright Notices.

The Solution is copyright © 2012-2015 Basis Design Pty Limited. You must not remove or alter any copyright notices on any and all copies of the Solution.

3.2 Distribution.

The Solution is available for download from the www.barcodeessentials.com website and may be freely distributed. This right does not extend to any Device Licenses or License Files that may be subsequently uploaded to or installed in the Solution.

3.3 Prohibition on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, disassemble, modify, interfere with, reassemble or repackage the Solution, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

3.4 Rental.

You may not rent, lease, or lend the Solution.

3.5 Support Services.

Basis may provide you with support services related to the Solution ("Support"). Any supplemental software code provided to you as part of the Support shall be considered part of the Solution and subject to the terms and conditions of this EULA.

3.6 Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of the Solution.

4. 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 immediately cease to use the Solution and destroy all copies of the Solution in your possession.

5. COPYRIGHT

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6. NO WARRANTIES

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7. LIMITATION OF LIABILITY

In no event shall Basis be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of your use of or inability to use the Solution, even if Basis has been advised of the possibility of such damages. In no event will Basis be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. Basis shall have no liability with respect to the content of the Solution or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

8. GENERAL

8.1 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.

8.2 Waiver

(a) The failure of a party at any time to require performance of any obligation under this EULA is not a waiver of that party's right: (i) to claim damages for breach of that obligation; and (ii) at any other time to require performance of that or any other obligation under this EULA, unless written notice to that effect is given. (b) Waiver of any provision of or right under this EULA: (i) must be in writing signed by the party entitled to the benefit of that provision or right; and (ii) is effective only to the extent set out in any written waiver.

8.3 Assignment

(a) You may not assign your interest under this EULA without the prior written consent of Basis. (b) Basis may assign its interest in this EULA without your consent. If it does so, it will notify you of the identity or contact details for the person to whom its interest is assigned by means of the Website or Basis's own website www.basis.com.au.

8.4 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.

8.5 Alterations

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

8.6 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.