

Education Edition Site Licence Agreement

Applicable to Education Edition releases 2.2 +

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1. Installation

The Program will be installed and operated solely in the educational facility registered and shall only be used for educational or instruction purposes.

2. Number of users

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3. Copies

You may not copy or duplicate the Program, except as necessary for backup or archival purposes, or to replace defective storage media, provided you keep any copies. You may not alter, decompile or disassemble the program. You may not make copies of the User Guide or any other documentation accompanying the product.

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You may not transfer, sub-licence, lease or rent or lend the Program or the User Guide or otherwise transfer any of your rights under this Agreement.

5. Support

The Program includes one year of free Technical Support, commencing the date the order is processed. You agree that all product usage and application questions from individual users will be directed to the Support Co-ordinator selected by you. MYOB Australia Pty Ltd is not obligated to respond to enquiries from anyone other than the designated 'Support Co-ordinator' or 'Support Co-ordinator 2'. You agree that direct support of or contact with the individual users of the Software is beyond the scope of this agreement. The level of support within the scope of this licence is limited to operational questions by telephone/fax and does not cover questions of an accounting nature.

6. Terms

The Licence granted in this Agreement is effective for twelve months from the date of issue. You may terminate it at any time by destroying the Program, or by returning them to MYOB Australia. If you fail to comply with any term or condition of this Agreement, this Licence will terminate and, upon any such termination, you agree to destroy the Program and User Guide, together with all copies, or to return them to MYOB Australia Pty Ltd. Termination of this licence shall be in addition to and not in lieu of any other remedies available to MYOB Australia Pty Ltd.

7. Protection and Security

You agree to use your best endeavours and to take all reasonable steps to safeguard the Program to ensure that no unauthorised person has access to the product and that there is no unauthorised copying or distribution of the Program.

8. Updates and Communications

You agree to receive all updates in respect of the Software, as required from time to time, by electronic download from the MYOB website. MYOB at its discretion may elect, from time to time, to distribute updates by other means. You agree to receive all communication related to the Software by email to the email address nominated in the Order Form. It is your responsibility to notify MYOB of any changes to the email address specified on the Order Form. MYOB at its discretion may elect, from time to time, to communicate with you by other means.

LIMITED WARRANTY, DISCLAIMER

MYOB Australia Pty Ltd warrants that the media on which the Program is recorded and the User Guide provided with it are free from defects in materials and workmanship under normal use for a period of 90 days from the date of your original purchase. Except for the limited warranty described above, the program is sold "as is", and you are assuming the entire risk as to its quality and performance. It is your responsibility to verify the results obtained from the use of the program. If during the 90-day limited warranty period, you discover physical defects in the media on which the Program was recorded, MYOB Australia Pty Ltd will replace them at no charge to you, provided you return the item to be replaced with proof of purchase to MYOB Australia Pty Ltd. THIS IS YOUR SOLE REMEDY.

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