

### Retail Point of Sale

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ THIS CAREFULLY.

This is a contract between Reckon Limited (ACN 003 348 730) (Reckon) and you. By using the Retail Point of Sale software supplied with this document, and the related user guides and materials (together the Software), you agree to be bound by the terms of this Licence. This Licence covers copies of the Software provided for evaluation or trial purposes, subscription versions and non-subscription or full versions of the Software. Some Licence provisions may not be applicable to you, depending on the particular version of the Software you have purchased or if you are using the Software for evaluation purposes. The defined terms and the rules of interpretation in this Licence are set out in clause 11 .

#### Important Note:

There are a number of technical features within the Software that may affect your ability to continue to use the Software. These are outlined in more detail in the terms of the Licence, but in summary:

- you are purchasing the right to use the Software, not to own it;
- if you have been provided with a Trial Version, you may only use the Software on a temporary basis to evaluate the Software's functionality and suitability for your requirements;
- the Software contains registration and activation processes to guard against illegal copying;

to continue using the Software, those processes require you to verify your compliance with the terms under which you are licensed to use the software (for example: the number of computers on which the software is installed) and to permit continued reactivation of the Software from time to time. This involves, in all versions, periodically verifying your licence details, and in the subscription version, renewing your subscription when it falls due. Reckon may also verify subscription customers during a subscription period and not only at renewal. You will also need to reactivate your Software if you want to reinstall it (for example, if you upgrade your computer or if you have a hard drive failure, and you may incur a technical support cost for this);

when you purchase the Software or during the course of your subscription you will be provided with an installation key code. Please keep the installation key code in a safe place. You may need it when you first install or re-install (if permitted) the Software and to reactivate the Software. Please note if you lose your installation key code that it will not be replaced by Reckon and you will not be able to install or reactivate the Software;

you also need a licence key to reactivate your Software. In addition, with some older versions of the Software, you will not be able to re-install or reactivate the Software if you do not have your installation key code - see details below on Reckon's sunset policy;

there will be no charge to activate the Software initially or to reactivate your Software when you verify your licence details or renew a subscription, Reckon may charge you a fee for technical support if it needs to reissue a licence key provided also that the version of the Software you are using has not been 'sunsetted' as explained below. Reckon may also charge a fee if you need to reactivate the Software in other circumstances (for example, if you need to reinstall the Software if you upgrade your computer or due to a hard drive failure);

if you do not verify your licence details or renew your subscription (as applicable) within the required period, the Software may continue to operate but with impaired functionality or you may not be able to access the Software at all (including printing out or viewing any of your data or records); and

Reckon has a 'sunset policy' which means that technical support is not available for some older versions of the Software. This includes the ability to install or re-install that Software for any reason if you have lost your installation key code for those old versions. If you wish to continue using the Software in those circumstances, you will need to purchase a new copy of the current version of that Software.

### 1. LICENCE

**Evaluation licence:** If Reckon has provided a Trial Version of the Software to you, your rights to use the Trial Version are solely as set out in clause 10.

**Licence to use:** Reckon grants you a personal, non-exclusive, non-transferable, limited licence to use the Software on the terms of this Licence for the period determined in accordance with clause 8.

**No transfer of copyright:** The Software is licensed not sold, despite any reference to "purchase" or "sale" in this Licence or in any invoice or purchase order for the supply of the Software. Reckon reserves all rights not expressly granted to you. Reckon Limited is the owner of copyright in the Software and retains ownership of the copyright and all other intellectual property rights in the Software and is protected by copyright law and international copyright treaty.

### 2. YOUR PERMITTED USE OF THE SOFTWARE

**Single use licence:** If you have purchased a single user licence, you:

may install the Software once, on one computer only. However, if you wish to reinstall the Software (for example, if you need to install the Software on a replacement computer), then clause 3 will apply; and

must ensure that the Software is used by one person only at any one time.

**Additional licences:** Subject to any multi-user licence that you have obtained, if:  
more than one person is to use the Software at the same time; or  
the Software is to be installed on more than one computer

**General restrictions:** You must not:

use or rely upon the Software for any purpose or in any manner for which the Software is not warranted;  
copy, reproduce, translate, adapt, vary, merge or modify or create any derivative work based on the Software;  
reverse engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the Software; or  
sell, market, network, transfer, lease, license, sub-license, rent, lend or otherwise dispose of or distribute the Software or use the Software to provide a bureau service.

**Licence verification:** Upon written request from Reckon, including by e-mail, you agree to provide Reckon with a signed certificate:

verifying that the Software is being used fully in accordance with this Licence, including user and machine limitations, and

listing locations, types and serial numbers of equipment on which the Software is run.

You agree to allow Reckon to use and disclose any personal details provided to Reckon in connection with this Licence in accordance with Reckon's then current privacy policy displayed on Reckon's website.

**Audit rights:** Reckon may also audit the number of copies of the Software in use or possession by you, the equipment on which the Software is installed or used and the number of users using the Software. Audits will be conducted in your normal business hours, or upon reasonable prior written notice, at Reckon's expense. If the audit reveals underpaid or unpaid fees due to Reckon, you will be invoiced for them based on Reckon's then current price list, and if these exceed 5% of the licence fees you have already paid, you will also be invoiced for the cost of the audit.

### 3. PRODUCT ACTIVATION AND VERIFICATION

Initial registration and verifying licence details: This Software may contain technology that protects Reckon against illegal copying. As a consequence, you may be required to:

register your details during the initial installation (including your name, contact details and details of the hardware on which the Software will be installed (if this is not done automatically by the Software));

if you have a full version, have the Software reactivated periodically thereafter by verifying your licence details to confirm you are using the Software in accordance with these Licence terms;

if you have a subscription version, have the Software reactivated (on payment of Reckon's renewal fee and verification of your licence details) if you wish to renew the subscription;

have the Software reactivated by Reckon if you wish to re-install the Software (for example, if you would like to install the Software on a new computer or if you have a hard drive failure and need to reload your Software); and

provide to Reckon the details of your installation key code and product key code for the Software as part of the reactivation process.

You agree to activate or reactivate the Software within a reasonable time or within such time as the Software prompts you to do so.

Key codes: Each copy of the Software is provided with a unique installation key code (which may appear on the packaging or the cover of the media on which the Software is contained). You should keep the installation key code safe. As per clause 3(a)(v), you will be required to provide your installation key code to Reckon when you reactivate your Software.

Manner of verification: You must verify your licence details in the manner required by Reckon from time to time (which may include email or on-line registration via the Internet). The Software may prompt you as to the required manner of verification.

Charges for reactivation: Reckon will not charge you to activate the Software initially or to reactivate your Software when you verify your licence details or renew a subscription, unless you have lost your installation or licence key code. You need both your installation code and your licence key to be able to reactivate the Software. Reckon may charge you a fee for technical support to reissue a licence key code. Reckon may also charge a fee for technical support if you need to reactivate the Software in other circumstances (for example, if you need to reinstall the Software because you have a new computer or need to reload the Software due to a hard drive failure). For the current fees go to <http://www.quicken.com.au>. If you have lost your installation key code, Reckon will not replace that code, and you may be required to purchase new software.

Consequences of non-renewal and failure to verify details: This Software is provided to you on the understanding and acknowledgment that it may contain technology which deactivates and disables the Software if a subscription is not renewed or in the case of a full licence version, you have not verified your licence details when periodically prompted to do so by Reckon or by the Software. If the Software is not reactivated within the required period, the Software may continue to operate but with impaired functionality or you may not be able to access the Software at all (including printing out or viewing any of your data or records).

Statutory declaration: In certain circumstances, before permitting a re-activation, Reckon may require you to provide it with a Statutory Declaration stating the reasons for re-activation in a form required by Reckon.

Older versions: Reckon has a sunset policy (covered in more detail in clause 4(a)) which means that technical support is not available for certain older versions of the Software. If technical support is not available for your version, you will not be able to reactivate or reinstall your Software if you do not have your registration key code. Reckon will not be obliged to provide you with a replacement key code and in those circumstances you will need to purchase a new version or Upgrade in order to continue using the Software. Please go to <http://www.quicken.com.au> to see the sunset policy.

#### 4. TECHNICAL SUPPORT

Period when technical support is available: Reckon will provide technical support for the Software only (and for the avoidance of doubt this does not include support for third party hardware or software, which remains the responsibility of the relevant third party), during the following periods:

in the case of a subscription version of the Software, during the period for which you have paid the relevant subscription fees (unless further releases of the Software in question are discontinued); and

in the case of a full version of the Software, there is a 'sunset period' during which technical support may not be available for that version. The sunset period for a version will commence on the earlier of:

2 years after the date on which you first installed the version on your computer; or

the date Reckon releases the second successive Upgrade to that version.

For further explanation of Reckon's sunset policy please go to [www.quicken.com.au](http://www.quicken.com.au).

What is included as part of technical support: Reckon will provide technical support in accordance with its then current technical support policy, which may include:

as contemplated by clause 3, the technical support required to reactivate the Software or to issue a replacement registration key code (for example, when you verify your licence details, renew a subscription or if you need to reinstall the Software);

provision of telephone help desk support services;

access to technical information about the Software contained on Reckon's website; and

the ability for you to download Updates,

but it does not include provision of Upgrades of the Software. For further explanation of Reckon's technical support policy please go to <http://www.quicken.com.au>

Fees: Clause 3(d) sets out the circumstances when you will (and when you will not) be required to pay charges for the technical support to reactivate your Software (including when you wish to reinstall the Software) or for Reckon to issue a replacement registration key code.

For all other technical support, Reckon may charge you a fee in accordance with its then current technical support policy.

#### 5. ONLINE SERVICES

Interaction with Online Services: The Software may contain access to, or features that interface with, online services ("Online Services"). Examples of Online Services that may be applicable to the Software are EFTPOS, an online share price download facility; and a statement download facility, which are provided at an additional charge on a subscription basis measured for one year from the date of registration.

Terms for Online Services: Certain Online Services are not available for all versions of the Software. For example, in the case of bank statement download services, not all banks provide services that connect to the Software. Online Services are only available for 12-month periods for subscription versions and 24-month periods for full versions. In the case of a full version, access to Online Services in the second 12-month period may be subject to payment of the applicable charges. In order to renew access to Online Services at the end of the 24-month period in the case of a full version, you will be required to have purchased or upgraded to the latest version of the Software. In the case of a subscription version, you must have renewed your subscription. Internet access is required for all Online Services. Charges may apply for the use of Online Services (in addition to the cost of Internet access levied by your ISP). Where Online Services are available, separate terms and conditions with the provider of the Online Services may apply.

You should check with the relevant third party provider as to the terms and conditions of use. Access to Online Services may be withdrawn by Reckon at any time. Reckon will not be liable for the withdrawal of access to any Online Services. Where access is to be withdrawn, Reckon may choose to notify you in advance provided that you have supplied Reckon with a valid and up to date email address.

### 6. LIMITED WARRANTY

Software provided on an 'as is' basis: Subject to clause 7(b), Reckon provides the Software to you on an "as is" basis and without any representations by Reckon or any of its authorised distributors regarding the use, performance or results of the use, of the Software.

Defects in media: Reckon warrants that the media on which the Software is recorded is free from defects in manufacture for a period of 90 days from the date of delivery. During this period, if you return the Software to your place of purchase, Reckon will replace any defective media on which the Software was supplied and any Software on that media, free of charge, unless you caused damage to the media due to poor handling.

No guarantee that error free or uninterrupted use: While Reckon has endeavoured to make sure that the Software works substantially as per the specifications published by Reckon from time to time, Reckon does not guarantee that the Software will work on all computer hardware platforms or configurations and makes no warranty that the Software will be error free, that its use will be uninterrupted or be fit for your purpose.

Internet access, telecommunications networks, firewalls and security: Reckon does not guarantee connections to its online activation server as these may be dependent upon third party networks and security measures over which Reckon has no control.

### 7. LIABILITY

Certain rights cannot be excluded: The Trade Practices Act, 1974 and other laws may imply certain conditions and warranties into this Licence and give you certain rights and remedies that cannot be excluded or modified. This clause 7, and the limited warranties provided in clause 6, do not exclude or modify any of those rights if to do so would contravene that law or make any part of this Licence void.

Exclusion of warranties: To the full extent permitted by law, Reckon excludes all conditions, warranties and rights that may be implied into this Licence. If conditions, warranties or other rights for your benefit are implied in this Licence or otherwise conferred by law and it is not lawful to exclude, restrict or modify them, then those conditions, warranties and other rights will (but only to the extent required by law) apply to this Licence.

Limitation of implied terms: Reckon's (and its distributors') liability for breach of any implied conditions or warranties that cannot be excluded is limited, to the extent permitted by law and at the option of Reckon, to replacing or re-supplying the goods or services or their equivalent again or the payment of the cost of having the goods or services or their equivalent replaced or supplied again.

General exclusion and limitation: Other than as set out in clauses 7(b) and 7(c), and to the full extent permitted by law: Reckon (and its authorised distributors) will not be liable to you or any other person for any direct or indirect loss, damages, liability, costs or expenses suffered by you or any other person relating to the performance or non-performance of the Software or any breach of this Licence or the supply of the Software or in connection with, but not limited to, the Online Services, use of tax tables, use of third party hardware (for example but not limited to Postec services) or provision of technical support (whether by telephone or remote access or other means); and

Reckon's maximum liability for damages arising in connection with this Licence or the supply of the Software is limited to the amount paid by you for the Software.

Your liability to Reckon: You agree that Reckon (and its authorised distributors) will not be liable, other than as expressly set out in this Licence, and that you will indemnify the Reckon (and its authorised distributors) from any liability, loss, damage, costs or expenses which you may suffer or incur as a result of your use of the Software (including any claims made against you by third parties).

Use of Software is not provision of professional advice: The information contained in this Software may contain features designed to assist you in complying with the requirements of the relevant legislation, eg: superannuation. If the Software contains features to assist with superannuation, eg: superannuation guarantee requirements, then Reckon does not warrant that the relevant reports will be compliant with legal requirements, as these change from time to time. You agree it is your obligation to ensure that deductions and rates used for deductions for superannuation, taxation (of any nature) and any other deductions/contributions calculated using the software are correct from time to time and at the applicable time and that nothing in the software constitutes professional advice in relation to these matters. The help contained in this Software is not a substitute for professional advice. Legal and accounting advice should be obtained before taking any action in reliance on this Software. The software is also not financial product advice. In addition any tax tables (which are included with certain versions of the Software, eg: QuickBooks and Payroll Premier) that might be supplied with this Software are also changed from time to time and you should consult with your professional adviser before relying on the tax tables. Reckon does not warrant that the tax tables are up to date at your date of purchase. In providing you with the tax tables, Reckon is not engaged in rendering legal, accounting or other professional services. If legal advice or other expert assistance is required, you should seek the service of a competent professional.

Reckon has no responsibility for recommendations: Reckon, its employees, agents, contractors and the authors disclaim any and all liability and responsibility to any person, whether a user of this Software or not, in respect of anything (including, without limitation, any error in or omission from this Software) and of the consequences of any actions taken or omitted to be taken in reliance, whether wholly or partially, upon all or any part of the content, recommendations or help contained in this Software.

Corruption of Data and on-line access: To the full extent permitted by law, Reckon and its authorised distributors disclaim all liability for any corruption of data, inability to access data, loss of data, breach of privacy, or downtime as a result of or arising from the use of any online link available between the Software and another server including without limitation in connection with Online Services.

On-line services: Reckon makes no warranty or representation in connection with the Online Services, or third party hardware (for example but not limited to Postec services) the responsibility for which rests with the relevant provider of such Online Services or such hardware.

## 8. TERM AND TERMINATION OF LICENCE

Licence Term: Unless this Licence is terminated earlier in accordance with its terms, your right to use the Software in accordance with this Licence continues:

in the case of a subscription version of the Software, for an initial period of 12 months from the date of registration of the Software. This Licence will automatically renew for a further 12 month period upon the payment of Reckon's annual subscription fee. If the annual subscription fee is not paid on or before the termination of the current 12 month period, this Licence will automatically terminate; and in the full version of the Software, indefinitely, however:

you may be required to periodically verify your licence details and have the Software reactivated as per clause 3 in order to keep using the Software; and

if you need to reinstall the Software, you will need a copy of your original CD (or other media on which the Software was provided) and the installation key code. If you do not have the CD, you will need to purchase or upgrade to a new full version and pay for the postage associated with sending the CD to you. Clauses 3(d) and 3(g) outline when Reckon may charge you a fee for the provision of a replacement key code and, more importantly, when a replacement key code will not be provided by Reckon due to the operation of Reckon's sunset policy.

Termination by Reckon for breach: Reckon may terminate this Licence if you are in breach of its terms or as otherwise set out in this Licence.

**Survival:** Clauses 2, 4, 6, 7 and this clause 8 will survive the termination of this Licence. Termination of this Licence will not prejudice any right which Reckon may have, or but for the termination may have had, against you for a breach of this Licence.

**Things you must do on termination:** Upon the termination of this Licence, you or your representative must promptly uninstall the Software from your computer, destroy the CD, User Guide and related materials and any copies of them in your possession or control or return or dispose of them in the manner directed by Reckon. Upon written request from Reckon you agree to provide a Statutory Declaration to Reckon that you have complied with your obligations under this clause 8(d).

### 9. SUBSCRIPTION TERMS

**Entitlement to Upgrades and Updates:** During the period for which you have paid subscription fees you will receive, included in the cost of the subscription, all Upgrades and/or Updates of the Software, via Internet download.

**No extension of Licence term:** Your right and entitlement to use the Software, as enhanced by any Upgrades and/or Updates, concludes at the end of the term of the Licence (subject to payment of an annual subscription fee) and is not linked to the dates of release, registration or provision by Reckon of any Upgrades and/or Updates.

**This Licence prevails:** If you have bought this Software as an Upgrade to an earlier version of the Software, this Licence shall supersede any previous licence agreement.

**Not all Upgrades included:** Your subscription to the Software and any Upgrades and/or Updates under this Licence does not grant you the right to receive special versions of the Software created for certain customers or market segments, even though they may contain similar features or functions. Versions of the Software which may from time to time be offered in retail or other channels in different configurations as special promotions are not included as part of the subscription.

**No obligation on Reckon to upgrade:** Upgrades and/or Updates will be developed and released by Reckon in its sole discretion, and Reckon does not warrant or represent that it will develop or release any Upgrades and/or Updates during the term of the subscription period or Licence. Furthermore, Reckon does not warrant that the Upgrades and/or Updates will be provided to you or made available within any specified time period following the commercial release of such Upgrades and/or Updates.

**When payment is due:** If applicable to the Software licensed to you, you will be required to pay the monthly subscription fee in advance on the first business day of each month. You authorise Reckon to direct debit your monthly subscription fee from the bank account nominated by you.

**Deactivation at end of subscription period:** As per clause 3, the subscription version of the Software is provided to you on the understanding and acknowledgment that it may contain technology which deactivates and disables the software if your subscription is not renewed or you are found to be in breach of this licence agreement. If the Software is not renewed by the end of the required period, the Software may continue to operate but with impaired functionality or you may not be able to access the Software at all (including printing out or viewing any of your data or records).

**You need a full version if you don't renew:** If you elect not to renew your subscription, the Software does not allow you to upgrade to a non-subscription version of the Software by way of the purchase of an Upgrade pack. In such circumstances, you are only able to upgrade to a later non-subscription version of the Software by purchasing a full (non-upgrade) version of the Software.

**Early termination:** If you wish to terminate your subscription early, you must do so by giving Reckon no less than one calendar month notice to that effect. Depending on the type of software you have subscribed to and the type of subscription you are signed up for, you may be required to pay a cancellation fee. See <http://www.quicken.com.au> for a schedule of fees. Reckon will direct debit your account, and you agree to pay, the applicable cancellation fee.

### 10. TRIAL LICENCE

Licence: Your licence to use the Trial Version:

permits you to evaluate the Software's functionality and suitability for your requirements;  
is for the number of users set out in the material accompanying your copy of the Trial Version;  
is subject to the general restrictions in clause 2(e) and the limited warranty in clause 6(a);  
is for three months (Evaluation Period); and  
does not integrate with QuickBooks.

Duration: You acknowledge that your licence to use the Trial Version will only apply for the Evaluation Period. At the end of the Evaluation Period:

you must not and will not be able to continue to access the Trial Version, including any data that you have entered into the Trial Version; and

if you wish to use the Software you must purchase a full version or subscription version of the Software.

Entitlements: You:

are not entitled to Upgrades or Updates (or any other software other than the Trial Version); and

may be required to pay for any technical support that you may require in relation to the Trial Version in accordance with Reckon's then current charges.

Liability: You acknowledge that subject to clause 7(b) and 7(c), and to the full extent permitted by law, Reckon excludes all liability to you for any loss, damage, liability, costs or expenses suffered by you relating to the performance or non-performance of the Trial Version or any breach of this clause 10.

### 10. GENERAL

Some defined terms: In this Licence:

**Trial Version** means Software that has been provided to you on a temporary basis in order to carry out a trial of that Software to determine whether you wish to use the Software on an ongoing basis.

**Upgrade** means a new version of the Software which contains additional functionality or other enhancements. Reckon will determine whether a new version constitutes an Upgrade or an Update.

**Update** means a new version of the Software which contains minor enhancements.

**Entire Agreement:** This Licence contains the entire agreement between Reckon and you in relation to its subject matter and supersedes any prior agreements and understandings, whether written or oral.

**Waiver:** Any failure to enforce any rights under this Licence by Reckon is not to be taken as a waiver of those rights.

**Variation:** To the extent permitted by law, Reckon may vary any of the terms and conditions of this Licence upon providing you with thirty (30) days notice in writing and a copy of the replacement terms and conditions. In the case of subscription users no new terms will come into force until the commencement of your renewed subscription period. Reckon will display any new terms and conditions on Reckon's web site and you should check the website regularly.

**Headings:** Clause headings are for ease of reference only and do not affect the meaning of this Licence.