TalkaSoft Software License Agreement

PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY.

This is a legal agreement ("Agreement") between you (either an individual or a single entity) and TalkaSoft for the usage of SORO, the "Universal Language Translator Plus LifeStyle Information Library".

BY INSTALLING THE SOFTWARE, YOU EXPLICITLY AGREE TO BE BOUND BY THE CONDITIONS OF THIS AGREEMENT.

1. GRANT OF LICENSE

a. Evaluation Use. The terms of this section are applicable to you if you installed the evaluation version of the Software and did not pay the applicable license fees. Subject to the terms of this Agreement, TalkaSoft hereby grants to you a non-exclusive, non-transferable, license to use the evaluation version of the Software solely for evaluation purposes ("Evaluation Use"). This license begins upon installation of the Software and is valid for the duration of the evaluation period. When the license expires you must stop using the Software.

b. Production Use. The terms of this section are applicable to you if you paid the applicable license fees. Subject to the terms of this Agreement, TalkaSoft hereby grants to you a non-exclusive, non-transferable right to use the Software solely for internal business purposes ("Production Use"). You can install and run the SORO on a single computer within your organization. If you need to run it on multiple computers within your organization you need to purchase a separate license for each computer on which you want to run SORO.

If SORO was installed for Network usage each network user must have a separate user license ("Named User License"). Named User Licenses can be purchased separately. Additionally, each Named User License holder can install and run SORO for his/her exclusive use on a single computer.

c. Non-commercial Use. The terms of this section are applicable to you if your organization qualifies as a non-commercial entity and you paid license fees at a discount for non-commercial organizations. These terms are in addition to the terms of section b. You cannot use the software for any commercial purposes.

d. Personal Use. Subject to the terms of this Agreement, TalkaSoft hereby grants to you a non-exclusive, non-transferable right to use the Software solely for your private, non-commercial purposes (Personal Use). You can install and run the SORO on a single computer only. You cannot use the software within any organization or for any commercial purposes.

2. RESTRICTIONS

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4. SOFTWARE UPGRADES

You are entitled to receive revisions and updates ("Maintenance Releases") to the Software if, as and when TalkaSoft makes any such Maintenance Releases generally available. At its discretion, TalkaSoft may charge an upgrade fee for new releases.

5. SOFTWARE CHANGES

TalkaSoft reserves the right at any time not to release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

6. WARRANTY AND DISCLAIMER

a. Limited Warranty. TalkaSoft warrants that the Software will perform substantially in accordance with the accompanying written materials.

b. Disclaimer. Except for the Limited Warranty the Software is provided "AS IS". To the maximum extent permitted by applicable law, TalkaSoft disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with respect to the Software. TalkaSoft does not warrant that operation of the Software will be uninterrupted or error-free or that the Software will meet your requirements. Extreme high quality Software testing has been performed on SORO; however, TalkaSoft is not liable to the way the software is used by anyone.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall TalkaSoft be liable for any special, incidental, indirect, or consequential damages of any character (including, without limitation, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other damages or losses) arising out of or in any way related to the use of or inability to use the Software, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of this Agreement, even if TalkaSoft has been advised of the possibility of such damages. In any event the entire liability of TalkaSoft under any provision of this Agreement shall be limited to the amount actually paid by you for the Software.

8. TERMINATION

This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from TalkaSoft if you fail to comply with any provision of this Agreement. Upon termination, you must destroy all copies of Software.

9. HIGH RISK ACTIVITIES

The Software is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, TalkaSoft specifically disclaims any express or implied warranty of fitness for High Risk Activities. You agree that TalkaSoft will not be liable for any claims or damages arising from the use of the Software in such applications.

10. TAXES AND DUTIES

You agree to pay all applicable taxes including sales, use, value added and other taxes, tariffs and duties (other than those based on TalkaSoft's net income) unless you furnish TalkaSoft with written proof of exemption.

11. GOVERNING LAW

This agreement shall be governed by the laws of the State of Queensland, Australia.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

13. INTEGRATION

This Agreement is the entire agreement between you and TalkaSoft relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement.

14. Return Policy

You agree that because of the nature of our products, we are most unlikely to allow any refunds, returns, or exchanges and that we provide refunds at our absolute discretion, in exceptional circumstances.