

# LEGRAND SOFTWARE END-USER SOFTWARE LICENSE AGREEMENT IMPORTANT - READ CAREFULLY

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This is a legal agreement between you (either an individual or an entity) and Legrand Software Pty Ltd, a company incorporated in the Commonwealth of Australia

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Upon acceptance of this Agreement Legrand Software grants you a non-exclusive, non-transferable license to use the software under the following terms and conditions:-

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### B. SCOPE OF THE SOFTWARE LICENSE

You may:

- i. Install and use the software on a nominated computer;
- ii. If you have purchased multiple software licenses you may only use the software on as many computers as the number of software licenses you have purchased.

You may not:

- i. Modify, adapt, translate, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software or any portion thereof;
- ii. Rent or lease the Software.

### C. TYPE OF LICENSE

Legrand Software offers two types of software licensing: Classic licensing and Subscription licensing.

- i. **Classic license:** a perpetual license of a particular version of the software valid until terminated (see Termination clause H). In order to obtain version updates and upgrades you need to purchase annual software maintenance;
- ii. **Subscription license:** a one-year software license, including access to any software updates and upgrades during that year. Upon expiry of the subscription license you must either remove the software from your computer or renew the subscription for another year.

#### **D. SOFTWARE ACTIVATION**

- i. You must register and activate the software license you have purchased.
- ii. Activation requires an internet connection. During activation an encrypted fingerprint ID of your computer will be sent to Legrand Software's licensing server and will be registered against your license serial number. This is recorded as the nominated computer on which you will run Legrand software.
- iii. Legrand Software respects your privacy. Except for the encrypted fingerprint ID and the serial number and email address you specify no other information is sent to Legrand Software.

#### **E. SOFTWARE TRANSFER**

- i. As stated in B(i) the software license grants you the right to use the software on one nominated computer.
- ii. If you wish to transfer the software license to another computer you need to:-
  - a. Click on the 'Remove License' button in the Legrand CRM login screen;
  - b. Email the software removal confirmation code to Legrand Software to request release of the nominated computer;
  - c. re-register the license on the new computer.
- iii. License transfer fee: Legrand Software may charge a fee to release a license so that it can be transferred to another nominated computer. If the license is under a current software maintenance plan the license transfer fee is waived.

#### **F. ON-LINE SOFTWARE UPDATES**

Legrand Software works continuously to improve and enhance Legrand CRM. From time to time, we place software updates on our web site. An update might include new features, usability improvements and/or some bug fixes. Whenever an internet connection is available you can initiate a connection to Legrand Software's web server to check if a minor update is available for your software version. To do this go to the menu at the top of the screen and select "Help > Check for Updates". If no version check has been performed for a while the software may connect with Legrand Software's web server to perform such a check. The information that is sent to the web server is your current software version. If an update is available for your software version a window will appear with information about the update; you can then elect whether or not to download the Update. The Update feature only applies to update the software version you have purchased, it does not give you any entitlement to upgrade your software to a higher version (e.g. v4.0 to v5.0, or v5.0 to v6.0). A future software update could possibly contain changes or additions to this license agreement.

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#### **J. GOVERNING LAW**

If you reside in North America this Agreement is governed by the laws of the State of California. If you reside outside of North America this Agreement is governed by the laws of the State of New South Wales, Australia. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall automatically terminate upon failure by you to comply with its terms.

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