

Neptune e-Forex Suite 3

End User License Agreement (EULA) - Neptune e-Forex Suite 3

This End user License Agreement (EULA) is a legal agreement between you (who will be referred to in this EULA as "You") and ASCEND COMPUTING LIMITED ("Provider") for all Neptune e-Forex Suite software including any upgrades "Software" that is provided to you by ASCEND COMPUTING LIMITED. You, and not ASCEND COMPUTING LIMITED, are responsible for compliance with all other third party software licensing requirements. This agreement supersedes all prior license agreements and arrangements.

Software License:

IMPORTANT – PLEASE READ CAREFULLY. THE PROVIDER IS WILLING TO LICENSE SOFTWARE TO YOU ONLY IF YOU ACCEPT ALL THE TERMS OF THIS EULA. PAYING ANY INVOICES REFERRING TO THIS EULA, OR USING THE SOFTWARE WILL BE DEEMED TO BE YOUR ACCEPTANCE THAT YOU ARE USING IT ON THE FOLLOWING TERMS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA DO NOT PAY FOR THE LICENSE NOR USE THE SOFTWARE.

1. The Provider grants You a non-exclusive, non-transferable license to use the Software on the terms and conditions of this License.
2. The Software is licensed for your own internal use on one operating computer system for the number of concurrent users purchased from The Provider.
3. Neither this agreement, nor any transaction with The Provider convey title, copyright, intellectual property rights in the Software (including any enhancements or modifications), or any rights of ownership to you. The software is licensed for use, not sold.
4. You acknowledge that the Software embodies substantial creative efforts, ideas and expressions and accordingly agree not to disclose the confidential information embodied in the Software to third parties other than on a need-to-know basis.
5. You may not use the Software to rent, lease, lend, nor provide commercial hosting services to any third party.
6. You may not reproduce, translate, adapt, vary, reverse-engineer or modify the Software.
7. You may not copy the Software except as is necessary for your own backup purposes.
8. The Provider may terminate this EULA if You breach any of your obligations under this EULA. Immediately following termination of this license, You must deliver to The Provider, or destroy all copies of the Software in whatever form possessed by You.

Limited Warranty

The Software

The Provider warrants that the software will perform substantially in accordance with the

accompanying help files for a period of 90 days from date of receipt. Some countries, states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation of 90 days may not apply to you.

Limitation of Liability

To the extent permissible by law, all representations and warranties other than those expressly provided for in this Agreement are excluded.

The Provider will not be liable for indirect or consequential damage or for any loss of business, property, profit or data, however caused including negligence, which may be suffered or incurred or which may arise directly or indirectly in respect of the Software, defects in the Software, or the failure or omission on the part of The Provider to comply with its obligations under this agreement.

The Provider's total liability under this agreement shall be limited, at The Provider's exclusive option to (a) replacement of the Software; or (b) correction of defects in the Software; or (c) the cost of having defects in the Software repaired.

Governing Law:

This agreement shall be governed by and construed in accordance with the laws of New Zealand.

Neptune e-Forex Suite 3

Software Service Agreement - Neptune e-Forex Suite 3

This agreement (the Agreement) records the terms and conditions under which ASCEND COMPUTING LIMITED (“The Provider”) provides software maintenance and support (“Services”) for Neptune e-Forex Suite software products (“the Software”) to its customers (“Customer”). A Customer’s payment of invoices referring to or incorporating this agreement is deemed to be acceptance of this Agreement. This agreement supersedes all prior services and support agreements and arrangements.

Term of Agreement

Services will be supplied for the period that the Customer has been invoiced by The Provider and paid fees for.

Neptune e-Forex Suite Responsibilities

1. The Provider shall provide the Customer with the Services via telephone, email, Internet and facsimile during business hours Monday to Friday, excluding public holidays.
2. The Provider shall exercise all reasonable care and skill in providing the Services.
3. The Provider shall be responsible for logging, prioritisation and administration of Services requests.
4. The Provider shall treat all Customer information as confidential material.
5. The Provider will supply Software upgrades and enhancements and corresponding licenses to use the same.
6. The Provider may exclude from it's responsibilities under this agreement, problems arising from
 - a. The improper use, operation or neglect of either the Software or computer system;
 - b. The unauthorised modification of the software by third parties;
 - c. The use of the Software on equipment incompatible with the use of the Software as determined by The Provider from time to time;
 - d. Faults external to or outside the control of The Provider or the Software.

Customer Responsibilities

1. The Customer shall provide The Provider with such information, including data files, as may be reasonably necessary to process Services requests.
2. The Customer shall provide The Provider with Internet access to the Software programs and Customer’s data as required by The Provider for the purposes of providing the Services.
3. The Customer shall maintain a daily backup of the Software’s data.
4. The Customer is responsible to ensure appropriate levels of security and control are applied to the process of database updates performed by The Provider as part of the Services.

Termination

The Customer may terminate this agreement with 90 days written notice to The Provider.

Disclaimer & Limitation of Liability

1. To the extent permissible by law, all representations and warranties other than those expressly provided for in this Agreement are excluded.
2. The Provider will not be liable for indirect or consequential damage or for any loss of business, property, profit or data, however caused including negligence, which may be suffered or incurred or which may arise directly or indirectly in respect of the Software, defects in the Software, the Services, defect or delays in Services, data updates performed by The Provider as part of the Services, or the failure or omission on the part of The Provider to comply with its obligations under this agreement.
3. The Provider's total liability under this agreement shall be limited to a refund of all money paid by the customer for the most recently invoiced service period.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of New Zealand.