



LICENSING AGREEMENT

This agreement is between you (the user of the Software noted as 'Licensee') and ArtistScope Pty Ltd trading as ArtistScope. By using this software, you are agreeing to become bound by the terms of this agreement.

1. As used in this Agreement, "ArtistScope" shall mean ArtistScope Pty Ltd.
2. "Software" as used in this agreement mean the "ArtistScope Web Reader" software distributed by ArtistScope and its distributors.
3. ArtistScope as Licensor grants to you the Licensee, a non-exclusive right to use the software (hereinafter the "Software") for unlimited use by a single user. Licensee may not assign or otherwise transfer the License to use the Software.
4. The Software and accompanying documentation is provided as is and without warranty of any kind. ArtistScope does not warrant, guarantee or make representation otherwise than in this Agreement. The licensee assumes the entire risk as to the results and performance of the Software. No oral or written advice given by ArtistScope, its distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and you may not rely on such advice.
5. Title, ownership rights, and intellectual property rights in the Software shall remain with ArtistScope. The Licensee acknowledges that no ownership or intellectual property rights whatsoever shall vest in them by virtue of the use of this Software pursuant to this Agreement. The Licensee also warrants that they will not participate in any action to limit or plagiarize the Software in any way.
6. Licensee agrees not to publish or make available for publication or review to any third party, any documentation or disclosure of the Software that can in any way be considered to jeopardize the security or the of the Software, ArtistScope or licensed users without the express written permission of ArtistScope.
7. Licensee agrees to use the software according to the recommended guidelines.
8. This agreement is to be taken in whole including the statements as to the performance of the Software, license pricing and relevant limitations. The licensee agrees that in using the Software that they are in agreement with all the terms of this Agreement.

ARTISTSCOPE DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL ARTISTSCOPE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN ACTION OF CONTRACT, NEGLIGENCE OR ANY OTHER ACTION, ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Copyright © 2011 ArtistScope. All Rights Reserved.

www.artistscope.com