

Melbourne University End-User Licence – Library Reserve Loan

WARNING: PERMISSION TO USE THIS SOFTWARE IS CONDITIONAL UPON THE LIBRARY AGREEING TO THE TERMS SET OUT BELOW. IF THIS PACKAGE IS OPENED BY THE LIBRARY, THE LIBRARY WILL BE DEEMED TO HAVE ACCEPTED THE FOLLOWING TERMS. IF YOU DO NOT WISH TO ACCEPT THE TERMS, RETURN THIS PACKAGE UNOPENED TO THE UNIVERSITY OF MELBOURNE AND ANY LICENCE FEE YOU MAY HAVE PAID WILL BE REFUNDED TO YOU

The software contained in this package (Software) has been developed by the University of Melbourne of Grattan Street Parkville, Victoria, 3010 (University). The University has agreed to license use of the Software to the library purchasing the Software (Library) in consideration for the Library's agreement to comply with the terms set out below.

1. The University grants to the Library a non-exclusive, non-transferable, revocable licence to use the Software strictly in accordance with these terms and solely for the purposes of Library users' review and study of the Software within the Library's physical environment. Other than as provided by this clause, the licence excludes any use of the Software as part of any institutional teaching.
2. The Library must not, and must not allow or cause any other person to:
 - (a) print, copy or reproduce the Software by any means or in any form other than to make one copy of the Software for back-up and security purposes;
 - (b) lease, assign, license, sub-license, transfer or publish the Software in any form to any other person or attempt to do any of these acts;
 - (c) modify, adapt, alter, reverse engineer or decompile the Software; or
 - (d) alter, change, remove or obscure any notices or other indications (including copyright notices) as to ownership of the Software.
3. The Library acknowledges that the licence granted by clause 1 does not make the Library the owner of the Software nor does it cause any transfer or assignment of any copyright or other intellectual or industrial property rights subsisting in the Software to the Library nor to any other party.
4. You acknowledge that the University is not obliged and will not maintain or update the Software.
5. The licence granted by clause 1 commences upon the opening of the sealed package by the Library and shall continue until terminated by written notice from the University.
6. If liability of the University for breach of any term, condition or warranty implied by law into contracts for the supply of goods and services ("Prescribed Term") is capable of exclusion it is hereby excluded.
7. If liability of the University for breach of any Prescribed Term is capable of limitation it is hereby limited to resupply of the Software.
8. Except as provided by Prescribed Terms (if any) which are not capable of exclusion or limitation, or as expressly set out in these terms:
 - (a) the University makes no warranties in relation to the Software, including warranties as to performance or fitness for purpose; and
 - (b) the Library and its end-users of the Software will not under any circumstances have any cause of action against, or right to claim or recover from, the University for or in respect of any loss, damage or injury (including without limitation any loss of profit, indirect or consequential loss, damage or injury) arising from the supply or use of the Software or any breach of these terms; and
 - (c) the University is indemnified from and against liability and all loss and damage of any kind whatsoever caused directly or indirectly by any claim or action against the University arising directly or indirectly out of the Library's use of the Software or any breach by the Library of these terms.
9. These terms constitute the entire agreement between the Library and the University in relation to their subject matter and supersede and cancel all prior understandings, negotiations and agreements in connection with that subject matter, and may only be varied by a written agreement between the Library and the University. They shall be governed by the laws in force in Victoria.