

SCHEDULE 3

DEPLOYMENT RULES

1. INTRODUCTION

Powerflex Corporation Pty Ltd ABN 26 058 475 488 of 5/756 Blackburn Rd Clayton Vic 3168 (“**PFX**”) is the owner of the PFXplus Software Products.

PFXplus is a powerful and flexible application development environment tool from which developers can produce software applications for Windows, Unix and other operating systems.

There are 3 types of software products provided by PFX for deployment.

1. PFXplus Development System
2. PFXplus Runtime System
3. PFXplus Companion Products.

All of these products are collectively referred to as PFXplus Software Products. PFX supplies the products and issues licences, serial numbers and activation codes to enable the use of this software.

2. GRANT OF LICENCE

PFXplus Software Products are licensed, not sold. PFX is the only entity that can grant a licence to use PFXplus Software Products. PFXplus Software Products cannot legally be acquired from any other party and all such acquisitions are void.

An authorised developer of a PFX application (“**Developer**”) may sub-licence a Runtime to a customer who uses that Developer’s PFX application (“**End-user**”) provided that the Runtime is provided for the sole purpose of enabling that application to function.

3. PFX RUNTIME SUPPLY

PFX will only license Runtimes to Developers who have a properly licensed PFX Developer Edition for the corresponding operating system, platform and version of Runtime required, covered by a current VAR Agreement. This ensures that End-users cannot acquire Runtimes other than from the Developer who controls the PFX application supplied to that End-user.

Software components including runtimes supplied as part of a Development System are to be used for development and testing purposes only and not for running an application in a production environment. Deployment of an application in a production environment requires one or more suitable runtime licences.

4. TRANSFER OF LICENCE

A Developer may not provide a Runtime to any person whatsoever without a PFX application or with an intention that the Runtime be used by a person with a PFX Application other than that with which it was supplied. The Developer may not re-supply or provide any Runtime to another software developer for use with that other software developer’s software. Any attempt to do so is void.

A Developer may provide a PFX application and Runtime to a reseller provided that the Developer ensures that the reseller signs an agreement that is consistent with the terms of these Rules.

5. PFX DEVELOPER EDITIONS

Each Development System is supplied under the terms of an Individual Developer Edition (IDE), Professional Developer Edition (PDE) or Corporate Developer Edition (CDE) licence with a specified Registered Name, User Count, Serial Number and Activation Code.

The IDE or PDE licence allows the Development System to be used by a single person. The Registered Name must uniquely identify the Developer as an individual or an organisation. The User Count is 1. The Development System may only be used by the individual or a single member of the organisation identified by the Registered Name. It is not permitted for the licence and Activation Code to be used by more than one person at any one time or for a Development System to be shared by more than one person.

The CDE licence allows the Development System to be used by the number of people specified in the User Count. The Registered Name must uniquely identify the Developer as an organisation. It is not permitted for the licence and Activation Code to be used by more than the number of people in the User Count at any one time or the Development System to be shared by more than that number of people. It may only be used by members of the organisation identified by the Registered Name.

6. PFX RUNTIMES

Each Runtime is provided under the terms of either an EOL or UEOL licence with a specified Registered Name, User Count, Serial Number and Activation Code.

The EOL licence allows the Runtime to be deployed to a single End-user site. The Registered Name must uniquely identify a specific customer or client of the Developer. The licence may only be deployed to and used by the single site uniquely identified by that Registered Name. If the site ceases using a PFX Application the licence will lapse and may not be re-used or re-deployed at another site. The number of concurrent users of that licence and Activation Code at that site must not exceed the specified User Count. It is not permitted to circumvent this requirement by deploying multiple copies of a licence at one site.

The UEOL licence allows the Runtime to be deployed to multiple End-user sites. The Registered Name must uniquely identify the Developer as an individual or an organisation. The licence may only be used by customers or clients of the individual or organisation identified by the Registered Name. The total number of concurrent users of that licence and Activation Code at that site must not exceed the specified User Count. It is not permitted to circumvent this requirement by deploying multiple copies of a licence at one site.

The Runtime contains the ability to detect and enforce the User Count. Any attempt to circumvent that detection or enforcement is strictly prohibited. Failure of the software to detect or enforce the user count limit does not constitute permission to exceed the User Count.

7. PFX COMPANION PRODUCTS

Companion Products include PFXC-lib, PFXbrowse (Developer and End User), PFXsort, PFXcrystal and PFXodbc.

Each Companion Product is provided under the terms of a specific licence with a specified Registered Name, User Count, Serial Number and Activation Code.

Products may be supplied under the terms of a Single Copy licence, Single Site licence or Unlimited Distribution licence.

A **Single Copy Licence** allows a Companion Product to be installed on a single computer. It may only be installed on one computer for use by one person at any one time. One licence must be purchased for each computer or person wishing to use the product. The Registered Name must uniquely identify an individual or organisation. The licence may only be used by that individual or members of the organisation identified by the Registered Name. The total number of concurrent users of that licence and Activation Code at that site must not exceed one.

A **Single Site Licence** allows a Companion Product to be installed on multiple computers at a single physical location. One licence must be purchased for each separate physical location at which the product is to be used. The Registered Name must uniquely identify the organisation and physical location. The licence may only be used by members of the organisation located at the site identified

by the Registered Name. The total number of concurrent users of that licence and Activation Code at that site must not exceed the User Count.

An **Unlimited Distribution Licence** allows a Companion Product to be installed on multiple computers at multiple locations. The Registered Name must uniquely identify the Developer as an individual or an organisation. The licence may only be used by customers or clients of the individual or organisation identified by the Registered Name. The total number of concurrent users of that licence and Activation Code at any site must not exceed the User Count.

The PFXC-lib licence allows the individual or a single developer belonging to the organisation identified by the Registered Name to develop an application that accesses PFXplus database files, provided the application is not an operating system, a computer language interpreter or compiler, a general purpose database or file handler (including an ODBC driver) or an application development system. The Registered Name and Activation Code must be embedded in the application, for identification purposes.

The PFXC-lib licence allows the application to be used within that organisation, but not distributed outside it.

The PFXC-lib licence with Distribution Rights allows a specified part of the PFX C-lib product to be distributed in binary form to its customers or clients along with the application.

8. LICENCE UPGRADES

Developer licences may be upgraded to a newer or different version on payment of the applicable fee. The developer may retain and continue to use the old licence. It may not be redeployed to another developer for their use.

Runtime licences may be upgraded to a newer or different version or one with a higher user count on payment of the applicable fee. The permitted user count is that of the new licence. The old licence may be retained at the same site for backup purposes only, but may not be used at the same time as the newer licence. It may not be used to run other applications or otherwise circumvent the limitation on User Count, nor may it be re-deployed to a different site.

9. DEPLOYMENT METHODS

Applications built in PFXplus by a Developer may be deployed to end-users using any convenient method, including file copies or customised installer technology. Developers may deploy their own PFXplus applications and associated files they have created to end-users without restriction. They may deploy all or part of the contents of a Runtime product together with their PFXplus applications to end-users provided they hold the appropriate licence. They may not deploy any part of a Development System including executables, associated files or documentation to end-users under any circumstances. They may deploy all or part of the contents of a Companion Product provided they hold the appropriate licence.

Deployed applications may be installed on individual desktop computers, on a network server or on a shared computer.

10. INDIVIDUAL DESKTOP DEPLOYMENT

Individual Desktop Deployment applies where the Runtime is installed on multiple computers each of which is used by a single person at any one time, and these computers access a shared network and a shared PFXplus application. This typically includes Windows network systems where the PFXplus application is installed on each computer but the database is stored on a central shared file server.

The runtime and associated licence and Activation Code may be deployed to multiple desktop computers connected to a single network to access a single PFXplus application. The maximum number of concurrent users of each licence and Activation Code must not exceed the permitted User

Count. It is not permitted to share a licence across multiple computers or applications in such a way that the total count of users operating under that licence is exceeded.

Certain operating systems including Windows may allow each user to have multiple sessions on the single computer they are using. This is permitted, but the number of sessions is limited depending on the licence held. Separate sessions must be used by the same person, and not used to exceed the User Count limit.

11. NETWORK SERVER DEPLOYMENT

Network Server Deployment applies where the Runtime is installed on a shared network server, and this server is accessed by multiple computers each used by a single end-user at any one time. This typically includes Windows network systems where the application is stored on and is loaded from a central shared file server.

The Runtime and associated licence and Activation Code may be deployed to and operated on a single network server to access a single PFXplus application. The maximum number of concurrent users of each licence and Activation Code must not exceed the permitted User Count. It is not permitted to share a licence across multiple computers or applications in such a way that the total count of users operating under that licence is exceeded.

Multiple sessions as described under Individual Desktop Deployment are permitted.

12. SHARED COMPUTER DEPLOYMENT

Shared Computer Deployment applies where the Runtime is installed on a computer system that executes or can execute the PFX application on behalf of multiple users. This typically includes shared Unix systems, Citrix or Terminal Server and other shared systems using Windows or another operating system. It also includes PFXweb running in conjunction with a Web server.

The runtime and associated licence and Activation Code may be deployed to and operated on a single server to access a single PFXplus application. The maximum number of concurrent users of each licence and Activation Code must not exceed the permitted User Count. It is not permitted to share a licence across multiple computers or applications in such a way that the total count of users operating under that licence is exceeded.

Multiple sessions as described under Individual Desktop Deployment are permitted.

13. SEPARATION OF COMPONENTS

Each product is licensed in its entirety. The component parts of the product may not be separated for use on more than one computer or site or mixed with other versions.

14. RENTAL

It is not permitted to rent, lease or lend PFXplus Software Products.

15. TRANSFER OF OWNERSHIP

Developer may permanently transfer all rights to PFXplus Software Products to another party provided that (a) all of the product is transferred (including all component parts, media, printed materials and upgrades) (b) no copies are retained (c) the recipient agrees in writing to the terms of the licence agreement including these Rules (d) you notify PFX in writing of the transfer and of your compliance with this section so that PFX can issue new licence certificates, and (e) the applicable fees are paid.

The transfer is not valid until approved by PFX. If these rules are not followed or if the transfer is not approved the licence to use the PFXplus Software Products is terminated.

16. TERMINATION

Without prejudice to any other rights, PFX may terminate Developer's licence to use the PFXplus Software Products or a specific product if Developer commits a significant breach of the terms and conditions of these Rules or of the terms and conditions of a licence granted for the use of a specific product. Prior to termination PFX will notify Developer of the breach and of its intention to terminate and such termination will only become effective if Developer fails to remedy the breach within 30 days.

Developer may terminate its licence to use the PFXplus Software Products by notifying PFX in writing.

In such event Developer must destroy all copies of PFXplus Software Products in its possession. All PFXplus Software Products already deployed to end-users under a sub-licence may continue to be used by the sub-licensee provided that (a) Developer notifies PFX of each such sub-licensee providing full details (b) all applicable fees are paid in full (c) the sub-licensee continues to comply with the Rules. In any other event Developer must notify the sub-licensee that they are no longer permitted to use the products.