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All obligations of confidentiality, limitations of liability and restrictions on use, and all other provisions that may reasonably be interpreted to survive the termination of this Agreement, continue to bind the Licensee and the Licensee's employees.

On termination of this Agreement, for whatever reason, the Licensee agrees to immediately destroy all copies of the Software.

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For support, the Licensee must contact the local authorised Toshiba representative and be prepared to provide all the information relevant to the support request. There are no extra charges for basic support, which will be provided on a reasonable efforts basis only. Support only applies to: (i) licensing and registration; (ii) operation failure; (iii) installation errors; or (iv) functional operation errors.

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TAP and Redmap warrant that the Software will perform in accordance with the specifications delivered by TAP and/or Redmap with the Software ("Specifications") for a period of 90 days after the installation date (subject to clause 2) and, during this period, the Licensee must notify the local authorised Toshiba representative in writing of any failure by the Software to perform in accordance with the Specifications and detail any such alleged defects or errors sufficiently for TAP to understand and attend to the problem. TAP and/or Redmap must at their own expense, as soon as practical after TAP has received any notice under this clause, rectify the defect or replace the Software. If in TAP's opinion the Software cannot be repaired or replaced, the absolute liability to the licensee will be the cost of the software license to TAP.

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"	the refund of any licence fee as described above.

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9.	Assignment

The Licensee must not deal with this Agreement or the licence under it in any way by assignment, sub-licence or otherwise without the written consent of TAP and Redmap, which consent will not be unreasonably withheld.

10.	Termination

Termination of this Agreement is without prejudice to any rights TAP or Redmap may have as a result of breach of this Agreement.

11.	Other Licences

If the Licensee requires the Software to be supplied by TAP with software from other approved vendors, the Licensee's use of the Software is conditional on acceptance by the Licensee, of the other vendor's end user licence conditions.

12.	Licence Fee

The licence fee is calculated based upon the number of Server and Client Workstations as specified in the invoice at the time of installation of the Server and Client/Workstations. The licence fee may vary based upon changes in the number of Server and Client/Workstations subsequently installed.

13.	Waiver

Failure or neglect by TAP and/or Redmap to enforce the terms of this Agreement at any time does not amount to a waiver of the rights of TAP or Redmap under this Agreement.

14.	GST

The licence fee and other considerations payable under this Licence Agreement have been calculated to include a Goods and Services Tax or similar tax ("GST"), where goods are supplied in Australia.

15.	Severability

If any provision of this Agreement is held to be invalid or unenforceable such invalidity or unenforceability will not affect the enforceability of any other provision of this Agreement.

16.	Governing Law

This Agreement will be governed by and construed according to the laws of the State of New South Wales, Australia.

17.	Entire Understanding

This Agreement is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and supersedes any prior agreement or understanding on anything connected with that subject matter. Each party has entered into this Agreement without relying on any representation by any other party or any person claiming to represent that party.