

IRRICAD SOFTWARE LICENCE AGREEMENT

“IRRICAD” (™) is a software package comprising software, compact diskettes, user manuals and a hardware protection device for the design of irrigation systems and has been developed and is owned by Lincoln Ventures Ltd (“LVL”). In order to use IRRICAD you must be a licensee of LVL which involves your agreement to the following terms: If you cannot agree with these terms you should return the complete IRRICAD package to your dealer.

1. **COPYRIGHT** - The user acknowledges that the copyright in the IRRICAD software in both source and object code form is owned by LVL.

2. LVL grants to the user a non-transferable and non exclusive licence to use IRRICAD (in machine readable form only) for his/her own use.

3. **SINGLE PROCESSOR LICENCE** - This licence authorises the use of IRRICAD on a single processor at any one time. Separate licences are required for use on multiple processors and/or multiple sites.

4. **TERM** - This licence is effective from the date on which the user opens the software package and shall remain in force until terminated by LVL or the user.

(a) LVL may terminate this licence by giving written notice to the user if the user fails to comply with any terms of this licence.

(b) The licence may be terminated by the user giving one month's written notice to LVL. Upon termination the user shall promptly return IRRICAD to LVL and shall destroy any copies which may have been made.

(c) Either party may terminate this licence by giving notice to the other party if the other party is insolvent, goes into receivership or liquidation, dies, or ceases to conduct its business in a normal manner.

5. **THE USER** shall not copy in whole or in part IRRICAD except for the purposes of making a backup copy (and such backup copies shall become the property of LVL). The user will further not copy in whole or in part supporting documentation supplied with IRRICAD.

6. **CONFIDENTIAL INFORMATION** - IRRICAD comprises software which is confidential and owned by LVL and the user agrees not to disclose, provide or otherwise make available IRRICAD software or supporting documentation to any person other than employees or agents without the prior written consent of LVL.

7. **NO REVERSE ENGINEERING** - You MAY NOT MODIFY, TRANSLATE, DISASSEMBLE, OR DECOMPILE IRRICAD OR ANY ELEMENTS THEREIN, IN WHOLE OR PART, or allow or permit any other person to do the same. IRRICAD contains elements of Visual CADD. Visual CADD is the intellectual property owned by

TriTools LLC, PO Box 2236, Friday Harbor, WA 98250, United States and its use in any way in another application will, unless licenced from TriTools, be considered a breach of their legal rights. You agree to indemnify LVL for all costs, losses and damages it incurs as a result of you causing, allowing or permitting the use of Visual CADD in another application.

8. LIMITED WARRANTY - LVL warrants that the medium upon which the IRRICAD software is provided shall be free from defects in material and workmanship for a period of ninety days from the date of your receipt thereof.

9. DISCLAIMER/EXCLUSIONS - Except as expressly stated herein, IRRICAD is provided "as is" without warranty of any kind, express or implied, including, but not limited to:

(a) warranties of performance or merchantability or fitness for a particular use. Users bear all risk relating to quality and performance of the software.

(b) warranties implied by the Consumer Guarantees Act 1993 ("CGA"). Where LVL is supplying IRRICAD to you for business purposes within the meaning of the CGA, pursuant to section 43 of the CGA, the provisions of the CGA will not apply.

(c) warranties that IRRICAD will meet your expectations or requirements or that its operation will be uninterrupted or error free.

10. LIMITATION OF LIABILITY - Your exclusive remedy for breach by LVL of its limited warranty shall be replacement of any defective medium upon its return to LVL within the 90 day warranty period, or if LVL is unable to provide a replacement which is free from defects, refund of the license fee paid hereunder. In no event will LVL be liable for any lost profits or other damages, including direct, indirect, incidental, special, consequential, or any other type of damages arising out of this license or the use of IRRICAD software licensed hereunder, even if LVL has been advised of the possibility of such damage. Except as expressly stated herein, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to IRRICAD or to this agreement, are excluded.

11. SECURITY – You shall be solely responsible for the supervision, management and control of the IRRICAD software and will use your best endeavours to ensure that the IRRICAD software is protected at all times during from unauthorised access or use by a third party or misuse, damage or destruction by any person.

12 GOVERNING LAW - This agreement will be governed by and construed according to the laws of New Zealand.