

Licence Agreement

Important - Read Carefully: Permission to use this Software is conditional upon you, the customer, agreeing to the terms set out below. By passing beyond the splash screen, installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the following terms. If you do not agree to the terms, do not pass beyond the screen, install, copy, download, access or otherwise use the Software but promptly return this Software and any accompanying materials to HandiSoft or its Authorised Distributor with proof of payment, and any Licence Fee you have paid will be refunded to you.

This licence agreement may be amended or replaced in its entirety at any time to facilitate changed operating conditions. In the event this occurs, the then current licence agreement will be the prevailing version. A copy of the operating licence agreement may be accessed from within the Licences tab in any HandiSoft module.

Copyright

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Copyright in the Software and in the Documentation is owned by HandiSoft Software Pty Ltd. ("HandiSoft"). No part of the Software or the Documentation may be reproduced or copied in any form or by any means (graphic, electronic or mechanical, including photocopying, recording, taping or information storage and retrieval systems) without the prior written permission of HandiSoft Software Pty Ltd.

The copyright in the Software and the Documentation is protected by Australian national copyright laws (including the Copyright Act 1968 (Cth)) and by international copyright treaties.

1. Words with defined meanings

- 1.1 Unless defined elsewhere in this Agreement, a word or expression starting with a capital letter has the meaning given to that word or expression set out in clause 15 of this Agreement.

2. Disclaimer

- 2.1 You acknowledge that you have sought independent professional advice in relation to the Software and Documentation, and that you are not relying on the advice or judgment of HandiSoft. To the extent permitted by law, the Software and the Documentation are provided on the basis that:

- (a) HandiSoft, its officers, employees, contractors, agents and Authorised Distributors are not responsible for the results of any actions taken by you in reliance on information in the Software or Documentation, nor for any error or omission in the Software or Documentation;
- (b) HandiSoft, its officers, employees, contractors, agents and Authorised Distributors are not engaged in and do not represent by providing the Software and Documentation that they are providing any legal, accounting, professional or other advice or services; and
- (c) HandiSoft, its officers, employees, contractors, agents and Authorised Distributors are not responsible for the results of any actions taken by you in reliance on information contained in any third party software or data, embedded in or provided in conjunction with the Software or Documentation, nor for any error or omission in such third party software or data.

- 2.2 Connected Services

In order to provide a more comprehensive offering of Handisoft Software, Handisoft discloses that there may be Third Party Software Products or Services which are embedded into this module that may link to sources operated by other external parties (Connected Services). Notwithstanding that the Third Party may be affiliated with Handisoft, Handisoft has no control over these externally linked sources, all of which have their own separate terms and conditions including privacy and data collection practices. You will be responsible for all fees and charges associated with the Connected Services and must do anything (including executing a document) that the external party reasonably requires giving full effect to the Connected Services and the transactions it contemplates.

3. Grant of rights

- 3.1 Subject to your payment of the Licence Fee, HandiSoft grants to you a non-exclusive licence ("Licence") during the Term to use the Software and Documentation at the Site, for your own internal purposes only, on the terms and conditions set out in this Agreement.
- 3.2 The Licence entitles a single accounting practice to install and operate the Software for one site of access only, notwithstanding it may be connected with other associated branches, affiliates and subsidiaries through a central server and/or a hosting environment, and is limited to the number of concurrent network Users specified on the Invoice and the Software for that particular Site. You must purchase the Software for each location and site of access. In the avoidance of doubt, the Licence is Site- specific and individual accounting practice must have its own individual Licences.
- 3.3 If there is a limit to the number of Users of the Software, number of networks, or other restriction specified on the Invoice and in the Software, or otherwise imposed upon the Licence under this Agreement, the Licence to use the Software will be restricted accordingly. You may only increase the limits specified in the Invoice or Licence by paying such fees as are applicable to the increased limits. No reduction of Licence Fees will be provided in the event any limits are reduced during the Term.

3.4 If your accounting practice shares offices with another unrelated accounting practice, both accounting practices must purchase the Software in their own right, even if the parties share a common computer system.

4. Duration of agreement

4.1 This Agreement commences on the date of its acceptance by you and will continue in effect until the expiry of the current financial year on 30 June ("Term"), unless extended in accordance with clause 4.2, or terminated in accordance with clauses 4.3, 4.4 or 12.

4.2 Subject to clauses 4.3 and 4.4, you may extend the Term for further one year periods by paying the then current Annual Renewal Fee for the extended period in accordance with clause 8.

4.3 The current Annual Renewal Fee must be paid, or arrangements for payment acceptable to HandiSoft made, by the due date specified by HandiSoft for the Term to be extended.

4.4 Without limiting any other right to terminate this Agreement under clause 12, HandiSoft may terminate this Agreement upon expiry of any financial year, by giving you written notice on or before expiry of the then current financial year. HandiSoft will not unreasonably terminate this Agreement.

5. Your obligations

5.1 You are not permitted to purchase the Software with an additional tax agent reference number for use by another tax agent without HandiSoft's written consent.

5.2 Subject to this Agreement, and to any non-excludable provisions at law (including the Copyright Act 1968 (Cth)), you must not, and must not allow or cause any other person to:

- (i) print, copy or reproduce the Software or Documentation by any means or in any form other than to make one copy of the Software for back-up and security purposes;
- (ii) give, lease, rent, lend, assign (other than as expressly permitted under this Agreement), licence, sub-licence, transfer, distribute, disclose, disseminate, or publish the Software in any form to any other person or attempt to do any of these acts;
- (iii) modify, adapt, alter, reverse engineer or decompile the Software; or modify or change the database other than through use of the Software;
- (iv) create or recreate, or attempt to create or recreate, the source programs, object programs or any other aspect of the Software in whole or in part.
- (v) access, install or use the Software other than at the Site in accordance with this Agreement;
- (vi) use the Software for sublicensing, timesharing, rental, facility management, service bureau usage, or third party training purpose.

5.3 You agree to indemnify and keep indemnified HandiSoft, its officers, employees, contractors, agents and Authorised Distributors against any loss or damage incurred by them as a result of use of the Software or Documentation by you, your employees, contractors or agents that is not in accordance with this Agreement.

6. Configuration and installation

6.1 The Software may only be installed on a computer at the Site.

6.2 The Index File provided with the Software is specific to you, the Licensee. Any change will require a new Index File. You must not circumvent the Index File system needed to operate the Software, or use an index file which has not been provided to you by HandiSoft.

7. Use of software and documentation

7.1 Subject to your payment of the Licence Fee, applicable taxes and any other fees specified in the Invoice in full, upon installation of the Software pursuant to clause 6, you may use the Software and Documentation in accordance with the terms of this Agreement.

7.2 You must, upon receiving a written request from HandiSoft, allow HandiSoft to access the Site, during ordinary business hours, as reasonably necessary to audit your compliance with the terms and conditions of this Agreement and the restrictions in clauses 3 and 5.

7.3 If the Term of this Agreement is not extended in accordance with clause 4.2, the Licence will automatically terminate on the expiry of the then current Term, and you acknowledge and agree that no further notice is required to you from HandiSoft to effect such termination.

8. Fees

8.1 You must pay the Licence Fee, applicable taxes and any other fees listed in the Invoice in full.

8.2 You acknowledge that a Deposit, if taken, is non-refundable in the event that you do not pay the Balance or proceed with installation of the Software in accordance with clause 6.

8.3 The Annual Renewal Fee is invoiced annually in advance for each financial year commencing 1 July in the relevant year and ending 30 June in the subsequent year. Each year, on or before 1 July, HandiSoft may increase the Annual Renewal Fee. You must pay the Annual Renewal Fee on or before 1 July of each year of the Term.

8.4 Without limiting any other right or remedy of HandiSoft or its Authorised Distributors, interest on overdue amounts is payable by you at the rate of 15% per annum, from the date the amount became overdue until it is paid in full, inclusive of interest. Interest accrues daily.

9. Intellectual property rights

- 9.1 All Intellectual Property Rights relating to or subsisting in the Software and Documentation, including all enhancements, modifications, alterations, customisations or adaptations to the Software (whether created by HandiSoft or any other person), remain the property of HandiSoft. The Licence granted under clause 3 does not make you the owner of the Software or Documentation nor does it cause any transfer of Intellectual Property Rights relating to or subsisting in the Software or Documentation.
- 9.2 You must not alter, change, remove, obscure or otherwise effect any modification to any notice or other indication of HandiSoft's ownership of the Software and its Documentation or of its Intellectual Property Rights relating to or subsisting in the Software and Documentation.
- 9.3 You must ensure that each copy of the Software and Documentation in your possession bears such notices relating to HandiSoft's ownership of the Software and Documentation and of its Intellectual Property Rights relating to or subsisting in the Software and Documentation as HandiSoft may direct. In the absence of any specific direction by HandiSoft, you must ensure that all notices appearing on the Software and Documentation are reproduced and maintained in their entirety on all copies made by you.

10. Updates, software maintenance and support, and third party software and data

- 10.1 You acknowledge that HandiSoft has no obligation to develop Updates. During the Term you may receive Updates (if any) for the Software, including instructions and/or Documentation that HandiSoft considers reasonably necessary to assist in a smooth transition for use of any Update. Updates may include revisions to Documentation. Unless you have subscribed to the optional CD update services, you must have internet and email access for Updates to be supplied to you.
- 10.2 If HandiSoft provides you with an Update:
 - (i) the terms of this Agreement will continue to apply in all respects to the Update which will be deemed to be the Software or Documentation for the purposes of this Agreement;
 - (ii) if requested by HandiSoft, you must return the Software and Documentation (and all copies) that was used prior to the Update to HandiSoft, or otherwise deal with it in accordance with HandiSoft's reasonable directions.
- 10.3 HandiSoft may, in its absolute discretion, withhold or refuse to provide support and maintenance if you have failed to install, within a reasonable time, all available Updates provided in respect of the Software.
- 10.4 Technical support and Updates will only be supplied so long as the Software is used under conditions and on operating environments for which the Software is designed.
- 10.5 The technical support provided under this Agreement is limited to telephone and email support of the Software by HandiSoft during normal business hours. There may be times when you allow our Support Consultant to connect to your computer remotely. The remote access is purely for the Support Consultant to quickly demonstrate tasks that would otherwise take too long to explain. Remote access is not generally used to have a Support Consultant complete processes. Whilst all reasonable efforts shall be made to ensure a secure environment, Handisoft offer no guarantee and provide no warranty (express or implied) that the remote access to your computer will be secure or private. Handisoft accepts no liability for any and all security incidents, including any loss or damage suffered by you arising out of any failure to protect your data, network, systems, software or equipment.
- 10.6 If you require any additional technical support not covered under this Agreement, including telephone, onsite or online support, HandiSoft may, in its absolute discretion, provide that additional technical support to you at its then current rates for such services.
- 10.7 Any supplemental software code provided to you as part of the support services shall be considered part of the Software and subject to the terms of this Agreement.
- 10.8 You must provide HandiSoft with reasonable assistance as requested by HandiSoft for the purpose of providing you with maintenance and support.
- 10.9 If, in the course of obtaining maintenance and support services from HandiSoft, you provide any personal information about an individual, including, personal information about any officer or employee, then you warrant that in providing such personal information you have complied with your legal obligations under the Privacy Act 1988 (Cth.), including the National Privacy Principles in Schedule 3 of that Act.
- 10.10 You consent to HandiSoft using any technical or confidential information which you provide to it:
 - (i) to enable HandiSoft to perform maintenance and support services; and
 - (ii) for its business purposes, including for the purpose of product support and development.HandiSoft agrees not to use such technical information in a form that personally identifies you, or where such information is comprised of information identified by you as 'confidential' or subject to privacy laws, prior to consent being provided by you.
- 10.11 HandiSoft is not required to support any third party software or data, whether or not the third party software or data is provided by HandiSoft in connection with your use of the Software.
- 10.12 If HandiSoft provides you with any third party software or data, then your use of that third party software or data is subject to such terms as may be imposed by the relevant third party and must only be used for the purposes for which it is provided.
- 10.13 You agree that HandiSoft is not liable or otherwise responsible if a third party changes the terms (including as to payment) on which it licences any software or data. Without limiting the foregoing, it is your responsibility to pay any fees associated with your use of such third party software or data.
- 10.14 Notwithstanding any other provision of this Agreement, you agree to indemnify and keep indemnified HandiSoft, its officers, employees, contractors, agents and Authorised Distributors against any third party claim or action (including but not limited to reimbursement of legal costs), loss, damage, or expense incurred by them as a result of a failure by you, your employees, contractors or agents to comply with this clause 10.

11. Warranties and limitation of liability

11.1 HandiSoft warrants that:

- (i) it has the full right, power and authority to enter into and perform this Agreement; and
- (ii) to the best of its knowledge, the use by you of the Software or Documentation in accordance with this Agreement, will not infringe the Intellectual Property Rights or moral rights of any person, and HandiSoft indemnifies and agrees to keep you indemnified from and against any loss, damages and expenses, including but not limited to, reasonable legal fees which you may suffer and incur as a result of any claim, action or proceeding arising directly from any breach of the warranty contained within this clause, provided that HandiSoft is not liable for any indirect, consequential or economic loss or damage suffered by you in connection with this Agreement.

11.2 You acknowledge that:

- (i) the Software was developed without consideration of your objectives and needs; and
- (ii) software in general is not error-free, and agree that the existence of errors in the Software will not constitute a breach of this Agreement by HandiSoft.

11.3 HandiSoft provides the Software and Documentation "as is".

11.4 Except as expressly provided in this Agreement, no warranties are made with respect to the Software or Documentation by any person, including but not limited to HandiSoft, any of its officers, employees, contractors, agents and Authorised Distributors.

11.5 In the event any third party software or data is provided with or embedded in the Software, notwithstanding anything to the contrary, no warranties are made by HandiSoft, its officers, employees, contractors, agents, or Authorised Distributors, with regard to such third party software or data, including but not limited to its accuracy or reliability.

11.6 To the extent permitted by law, HandiSoft or any of its officers, employees, contractors, agents or Authorised Distributors will not be liable to you for any loss, costs, expenses or damages incurred by you as a result of using the Software and Documentation.

11.7 Notwithstanding any other term in this Agreement, to the extent that consumers have the benefit of certain rights or remedies under the Trade Practices Act and similar state and territory laws in Australia, in respect of which liability may not be excluded, then to the maximum extent permitted by law, such liability is limited, at HandiSoft's option, to:

- (i) in the case of the Software, Documentation or other goods supplied under this Agreement:
 - A. replacement of the goods; or
 - B. correction of defects in the goods; or
 - C. the cost of having defects in the goods corrected; or
- (ii) in the case of services provided under this Agreement, replacement of the services.

11.8 To the extent permitted by applicable law, HandiSoft or any of its current or former officers, employees, contractors, agents or Authorised Distributors (Those Indemnified) will not be liable for any direct, indirect, general, special, incidental or consequential damages arising out of or in any way related to the provision of any goods or services by HandiSoft or Those Indemnified, pursuant to this Agreement and including your use of or inability to use the Software or Documentation, even if HandiSoft or any of Those Indemnified have been advised of the possibility of such consequence.

11.9 You acknowledge that any times quoted for delivery and installation of the Software and/or performance of maintenance and support services are estimates only, and that HandiSoft accepts no liability whatsoever for failure to meet those estimated times.

11.10 You acknowledge that you are responsible for ensuring that your operation of the Software does not breach any laws, or obligation of confidentiality or privacy owed to any person, and for maintaining the security of any databases which are accessed, used or managed by the operation of the Software. You indemnify and keep indemnified HandiSoft against any action, proceeding, claim, loss, injury or expense arising out of any failure by you to comply with your obligations in this clause

12. Termination

12.1 This Agreement may be terminated immediately by written notice from HandiSoft in any of the following circumstances:

- (i) if you are in breach of any term of this Agreement;
- (ii) if you, being a corporation, become the subject of insolvency proceedings;
- (iii) if you, being a firm or partnership, are dissolved;
- (iv) if the Software is otherwise outside your effective control; or
- (v) if there is a change in ownership which effectively alters control of you.

12.2 You may terminate this Agreement by notice in writing to HandiSoft in the event that HandiSoft has breached a material term of this Agreement and failed to rectify such breach within 30 days of a notice requesting HandiSoft to do so.

12.3 Upon termination of this Agreement:

- (i) the Licence is revoked; and
- (ii) you must immediately pay all fees, charges or other payments owing under this Agreement; and
- (iii) you must either destroy or return any remaining copies of the Software and Documentation, in the manner directed by HandiSoft; and
- (iv) you hereby grant HandiSoft a licence to enter upon the Site(s) at which copies of the Software and Documentation may be situated and remove same in the event of non-compliance with the above subclause, and you must render all reasonable assistance to facilitate this action.

12.4 Termination of this Agreement will be in addition to any other remedies which either party may have under this Agreement or otherwise and does not affect any rights or obligations that had accrued at the time of termination.

13. Governing law and jurisdiction

- 13.1 This Agreement and the transactions contemplated by this Agreement are governed by the law in force in Western Australia.
- 13.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them.

14. General

- 14.1 If you purchase any additional modules of the Software from HandiSoft, increase the limits under clause 3.3 of this Agreement, or if HandiSoft otherwise agrees to alter the configuration of the Software, then the terms of this Agreement will continue to apply to your use of the Software as reconfigured.
- 14.2 You acknowledge that in entering into this Agreement you have not relied on any representations or warranties about its subject matter except as expressly provided by this Agreement.
- 14.3 This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- 14.4 You may assign your rights and obligations under this Agreement with the prior written consent of HandiSoft, provided that the assignee executes a deed of novation pursuant to which it agrees to be bound by the terms of this Agreement..
- 14.5 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that right, power or remedy or an exercise of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise. A party is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power or remedy.
- 14.6 A provision of, or a right created under this Agreement may not be waived or varied except in writing, signed by the party or parties to be bound.
- 14.7 The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.
- 14.8 Neither party is liable for any breach of its obligations under this Agreement (other than an obligation to pay any moneys or to indemnify) if the breach resulted from a cause beyond its reasonable control.
- 14.9 If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force apart from such provision which will be deleted.
- 14.10 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survive the termination of this Agreement.
- 14.11 Clauses 2, 5, 9, 10, 11, 12, 13, 14, and any other clause which by its nature is intended to continue, shall survive the termination of this Agreement for any reason.
- 14.12 Handisoft will assign its rights and obligations under this Agreement to Sage Software Australia Pty Limited ABN 40 071 007 326 (Sage Software Australia) effective 30 September 2016. From that date, all references to Handisoft or Handisoft Software Pty Limited ABN 91 089 780 218 in this Agreement will be taken to mean Sage Software Australia. This includes all intellectual property rights of whatever nature including all rights conferred under statute, common law or equity, including, without limitation, all copyrights, patent rights, trade mark rights, design rights, trade secrets, and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

15. Definitions and interpretation

- 15.1 The following words have these meanings in this Agreement unless the contrary intention appears.
Agreement means this Agreement as it may be amended from time to time by written agreement between the parties.
Annual Renewal Fee means the fee designated as such in the Invoice, as amended by HandiSoft from time to time in accordance with clause 8.3.
Authorised Distributor means an entity appointed by HandiSoft to maintain and support the Software and Documentation.
Balance means the residue of the Licence Fees payable after the deduction of the Deposit.
Deposit means the agreed amount of the Licence Fees initially payable in accordance with the Invoice..
Documentation means all manuals, handbooks, and other material, whether in hard copy or electronic form, in relation to the Software and its use, and provided by HandiSoft under this Agreement.
Licence Fees means the total fees specified in the Invoice.
Handisoft means Handisoft Software Pty Limited ABN 91 089 780 218.
Intellectual Property Rights means all intellectual property rights of whatever nature including all rights conferred under statute, common law or equity, including, without limitation, all copyrights, patent rights, trade mark rights, design rights, trade secrets, and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.
Licence Fee means the fee designated as such in the Invoice.
Index File is an unlock key which allows access to the nominated Software modules and specified number of concurrent network Users to access the Software.
Invoice means HandiSoft's or the Authorised Distributor's standard form invoice as sent to you in relation to your ordering of the Software or Updates.
Site means the geographical location of access address specified in the Invoice.
Software means the object code version of the suite of computer programs known as the 'HandiSoft Software', as detailed in the Invoice and includes any Updates provided to you under this Agreement.

Updates means an executable file that modifies the Software by correcting bugs or errors, or by making minor improvements to the functionality of the Software, and includes new versions of the Software which HandiSoft generally makes available to licencees of the Software that have entered into an agreement with HandiSoft and paid the relevant Annual Renewal Fee. Updates do not include any new products, including new products based on the Software, which are licensed separately, and for which an additional charge, separate to the Annual Renewal Fee, is payable.

User means a person accessing any part or all of the Software at any given point in time. For the avoidance of doubt, any background tasks created or spawned by an individual user is not to be treated as a separate user. If, however, a background task or process created by a particular individual user is still running then that individual user is deemed to be accessing the Software at that point in time.

- 15.2 In this Agreement unless the contrary intention appears:
 - (i) the singular includes the plural and vice versa;
 - (ii) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
 - (iii) a reference to "you" is a reference to the customer specified in the Invoice.
- 15.3 Any marginal notes or headings are included for convenience and do not affect the interpretation of this Agreement.

Information regarding additional agents

To protect your interests we wish to clarify several situations where you need to exercise care:

The licence entitles a single accounting practice to install and operate the Software for one site of access. At that one site of access, you may operate the Software at the same time subject to the limits of the total number of concurrent network user licences you have purchased for use during the Term. To clarify:

You must purchase the nominated Software for each site of access. For example, if you had two branches (Sydney and Melbourne) and the software was installed only at Sydney, and the Melbourne branch remotely accesses the Sydney installation, then you must purchase the nominated Software twice.

If your practice shares offices with another accounting practice, and the practices are not in partnership, both accounting practices must purchase the nominated Software in their own right. This is the case, even where you share a common computer system.

Where a client purchases an additional tax agent reference number, this is not an additional licence. It is simply an addition to your program to lodge tax returns under another tax agent name and number. It in no way allows you, the licence holder, to give a copy of the Software to the additional tax agent. You are not permitted to purchase the Software with an additional tax agent reference number for use by another tax agent without Sage's written consent.

Connected Services Terms of Use

By accessing or using HandiSoft's Connected Services, you acknowledge and accept the following Terms of Use.

Handisoft may at any time amend this Terms of Use and the Licence Agreement without notice.

Disclaimer

- Handisoft does not represent or warrant that the above Connected service (hereafter "Service") or the Customer's use thereof will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available are free of viruses or other harmful components.
- Handisoft does not warrant or represent that the use or the results of the use of the Service or the materials made available, as part of the Service will be correct, accurate, timely, or otherwise reliable.
- Handisoft shall not be responsible for unauthorised access to or alteration of transmissions or data, any material or data sent or received or not sent or received, or any transactions or agreements entered into through the use of the Service.
- The Customer specifically agrees that Handisoft is not responsible for any content or data sent using and/or included in the Service.
- Handisoft and/or its suppliers, shareholders, directors and employees make no representations about the suitability, reliability, availability, timeliness, security and accuracy of the Service for any purpose. The Service is provided "as is" and without warranty of any kind. Handisoft hereby disclaims all warranties and conditions with regard to the Service, including all implied warranties, fitness for a particular purpose, title and non-infringement.
- In no event shall Handisoft and/or its suppliers, shareholders, directors and employees be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Service, with the delay or inability to use the Service, the provision of or failure to provide the Service, whether based on contract, tort, negligence, strict liability or otherwise, even if Handisoft has been advised of the possibility of such damages. The Customer's sole and exclusive remedy is to discontinue using the Service