

GPLv3 Licence with CSIRO Disclaimer

IMPORTANT – PLEASE READ CAREFULLY

This document contains the terms under which CSIRO agrees to licence its Software to you. This is a template and further information relevant to the licence is set out in the Supplementary Licence specific to the Software you are licensing from CSIRO. Both documents together form this agreement.

The Software is copyright (c) Commonwealth Scientific and Industrial Research Organisation (CSIRO) ABN 41 687 119 230.

Except where otherwise indicated, including in the Supplementary Licence, CSIRO grants you a licence to the Software on the terms of the GNU General Public Licence version 3 (GPLv3), distributed at: <http://www.gnu.org/licenses/gpl.html>.

The following additional terms apply under clause 7 of GPLv3 to the licence of the Software that is granted by CSIRO:

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS-IS". CSIRO MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE CONTENTS OR ACCURACY OF THE SOFTWARE, OR OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THE ABSENCE OF LATENT OR OTHER DEFECTS, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CSIRO BE LIABLE ON ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE) FOR ANY CLAIM, LOSS, DAMAGES OR OTHER LIABILITY HOWSOEVER INCURRED. WITHOUT LIMITING THE SCOPE OF THE PREVIOUS SENTENCE THE EXCLUSION OF LIABILITY SHALL INCLUDE: LOSS OF PRODUCTION OR OPERATION TIME, LOSS, DAMAGE OR CORRUPTION OF DATA OR RECORDS; OR LOSS OF ANTICIPATED SAVINGS, OPPORTUNITY, REVENUE, PROFIT OR GOODWILL, OR OTHER ECONOMIC LOSS; OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ACCESS OF THE SOFTWARE OR ANY OTHER DEALINGS WITH THE SOFTWARE, EVEN IF CSIRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, LOSS, DAMAGES OR OTHER LIABILITY.

APPLICABLE LEGISLATION SUCH AS THE AUSTRALIAN CONSUMER LAW MAY APPLY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, OR IMPOSES OBLIGATIONS OR LIABILITY ON CSIRO THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED TO THE FULL EXTENT SET OUT IN THE EXPRESS TERMS OF THIS CLAUSE ABOVE "CONSUMER GUARANTEES". TO THE EXTENT THAT SUCH CONSUMER GUARANTEES CONTINUE TO APPLY, THEN TO THE FULL EXTENT PERMITTED BY THE APPLICABLE LEGISLATION, THE LIABILITY OF CSIRO UNDER THE RELEVANT CONSUMER GUARANTEE IS LIMITED (WHERE PERMITTED AT CSIRO'S OPTION) TO ONE OF FOLLOWING REMEDIES OR SUBSTANTIALLY EQUIVALENT REMEDIES:

- (a) THE REPLACEMENT OF THE SOFTWARE, THE SUPPLY OF EQUIVALENT SOFTWARE, OR SUPPLYING RELEVANT SERVICES AGAIN;
- (b) THE REPAIR OF THE SOFTWARE;
- (c) THE PAYMENT OF THE COST OF REPLACING THE SOFTWARE, OF ACQUIRING EQUIVALENT SOFTWARE, HAVING THE RELEVANT SERVICES SUPPLIED AGAIN, OR HAVING THE SOFTWARE REPAIRED.

IN THIS CLAUSE, CSIRO INCLUDES ANY THIRD PARTY AUTHOR OR OWNER OF ANY PART OF THE SOFTWARE OR MATERIAL DISTRIBUTED WITH IT. CSIRO MAY ENFORCE ANY RIGHTS ON BEHALF OF THE RELEVANT THIRD PARTY.