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10.1 You agree to cooperate with Licensor and take all reasonable actions required to vest and

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10.2 Except as provided in Section 1, you may not assign or otherwise transfer any of your rights or obligations under this Agreement, without the prior written consent of the Licensor. This Agreement is made for the benefit of the parties hereto, and not for the benefit of any third parties. The relationship between Licensor and you is that of independent contractors and neither you nor any of your agents shall have any authority to bind Licensor in any way.

10.3 Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.4 The headings used herein are for reference only and shall not be considered as substantive parts of this Agreement.

10.5 Any action related to this Agreement will be governed by the law of the Australia and the choice of law rules of any jurisdiction shall not apply.

10.6 You acknowledge and agree that any violation or threat of violation hereof will result in irreparable harm to Licensor for which damages would not be an adequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, including without limitation the recovery of damages for breach of this Agreement, Licensor shall be entitled to immediate equitable relief, including both interim and permanent injunctions, to prevent any unauthorized use or disclosure, and to such other and further equitable relief as the court may deem proper under the circumstances.

10.7 Export Control. All Software and technical information delivered under this Agreement may be subject to export or import regulations. You agree to strictly comply with all such laws and regulations. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision in this Agreement should be held illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

10.8 This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior oral or written communications, proposals, representations, and warranties relating to its subject matter. No modification to this Agreement will be binding, unless in writing and signed by each party.