



Annual Software License
Agreement

SPSS Australia Pty Limited, an
IBM Company
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SPSS Australasia Pty Limited, an IBM Company ABN 46 051 791 372 (“**SPSS**”) and the licensee identified below (“**LICENSEE**”) agree as follows:

1. Grant, Schedules, Definitions

- 1.1 Subject to the provisions contained herein and in the schedule(s) executed by the parties and attached hereto (“**SCHEDULE(s)**”), SPSS grants, and LICENSEE accepts, the non-exclusive, non transferable, limited right to use the copyrighted computer software products in object code form as specified in the **SCHEDULE(s)** (“**SOFTWARE**”) and the related user manuals that SPSS makes generally available for the subject **SOFTWARE** (“**DOCUMENTATION**”) for the term specified in the applicable **SCHEDULE**. LICENSEE may acquire rights to use additional **SOFTWARE** through additional **SCHEDULES** executed by the parties which reference this AGREEMENT. Each **SCHEDULE**, which is made a part hereof, is made with the same effect as if each and every provision thereof were set forth in full herein and provides further details of any other conditions related to the specific **SOFTWARE** license granted and any other matters relevant to the **SCHEDULE** that may be in addition to or different from those set forth in this AGREEMENT.
- 1.2 SPSS will ship, FOB shipping point, one (1) master copy of the **SOFTWARE** and **DOCUMENTATION** to LICENSEE within fifteen (15) days of the date last written below in the signature block (“**EFFECTIVE DATE**”). SPSS fulfills its shipping and delivery obligations upon the delivery of such **SOFTWARE** and **DOCUMENTATION** to the SPSS-designated carrier, unless otherwise agreed to in writing by LICENSEE and SPSS.
- 1.3 SPSS grants LICENSEE a non-transferable, non-exclusive license to make not more than two (2) copies of the **SOFTWARE** solely for archival and backup purposes. Backup copies cannot be executed unless the backed-up **SOFTWARE** cannot execute. If additional copies are expressly indicated in the applicable **SCHEDULE**, LICENSEE may make such copies which shall not exceed the number so indicated. LICENSEE may make a reasonable number of copies of the **DOCUMENTATION** which is recorded on the same electronic media on which the **SOFTWARE** is recorded. No permission is given to reproduce the printed **DOCUMENTATION**. Additional copies of the printed **DOCUMENTATION** may be purchased by LICENSEE from SPSS or its authorised distributor. All copies of **SOFTWARE** and **DOCUMENTATION** shall be for LICENSEE’s own internal use only and remain subject to all terms of this AGREEMENT. Any copies shall reproduce and shall not remove or alter any and all copyright notice(s) and any other marks and notices set forth on the master media. LICENSEE shall maintain accurate records of all copies of the **SOFTWARE** and **DOCUMENTATION** which shall indicate the location of the same.
- 1.4 SPSS reserves all rights in the **SOFTWARE** and **DOCUMENTATION** not expressly granted in this AGREEMENT whether by implication, estoppel or otherwise and retains all title and ownership rights to the **SOFTWARE** and the **DOCUMENTATION**, including all copies thereof. The **SOFTWARE** and **DOCUMENTATION** and all copies thereof are copyrighted and licensed, not sold.

2. Maintenance

- 2.1 For so long as SPSS generally maintains and supports the subject **SOFTWARE** and LICENSEE is not otherwise in breach of any term or condition hereunder, SPSS will provide LICENSEE with the following (together “**MAINTENANCE**”):
 - (a) reasonable efforts to correct errors in the unmodified portion of the **SOFTWARE** to the extent the errors can be recreated in the specified operating environment and the provision of upgrades, improvements, new versions or releases of the subject **SOFTWARE** when and if made generally available (“**ERROR CORRECTION AND UPGRADES**”); and,
 - (b) reasonable technical support to LICENSEE’s one (1) designated support representative via telephone, email or other means (“**TECHNICAL SUPPORT**”).
- 2.2 The provision of **MAINTENANCE** does not include (a) issues with hardware, operating system, network or third party software or any issues which arise from use of the **SOFTWARE** within an operating environment where any part of that operating environment is not then supported by SPSS; and, (b) extensive assistance that would typically be provided through SPSS public training classes, onsite training sessions or consulting services. Any time spent by SPSS in relation to such items indicated immediately above, will, with prior notice to LICENSEE, be considered **CONSULTING SERVICES** (defined in Section 6) and shall be paid by LICENSEE in accordance with Section 6 below.
- 2.3 **ERROR CORRECTION AND UPGRADES** will be provided only for SPSS’ latest release of the **SOFTWARE** but reasonable **TECHNICAL SUPPORT** will be available for the immediately preceding version of the **SOFTWARE**.

3. Payments

- 3.1 All fees due hereunder are due upon receipt of invoice from SPSS and payable within thirty (30) days or as specified in an SPSS invoice. LICENSEE agrees to pay accordingly, including any late payment fee. All amounts are non-refundable except where otherwise indicated in this AGREEMENT.
- 3.2 LICENSEE agrees to pay SPSS the renewal fee applicable at the time of renewal on or before the **ANNIVERSARY DATE** (as hereinafter defined) of each one (1) year renewal term. SPSS agrees to publish current price lists from time to time and to make reasonable efforts to send notice of the approaching **ANNIVERSARY DATE** and the applicable renewal fee approximately sixty (60) days in advance. If LICENSEE requires a purchase order before payment can be made, LICENSEE agrees to issue such purchase order no less than thirty (30) days prior to the **ANNIVERSARY DATE**.
- 3.3 If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this AGREEMENT or on the **SOFTWARE**, **MAINTENANCE** OR **CONSULTING SERVICES** itself, that is not otherwise provided for in the amount payable, LICENSEE agrees to pay it when SPSS invoices LICENSEE. If the rate of GST changes, SPSS may adjust the charge or other amount payable to take into account that change from the date the change becomes effective. LICENSEE is responsible for any personal property taxes for the **SOFTWARE** from the date that LICENSEE obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the **SOFTWARE** and **DOCUMENTATION** outside the country in which the original LICENSEE was granted the license, then LICENSEE agrees that it is responsible for, and will pay, any amount imposed. Additional taxes and tax-related charges may apply if SPSS personnel are required to perform **CONSULTING SERVICES** outside their normal tax jurisdiction.
- 3.4 Any payment required hereunder that is made late (including unpaid portions if incomplete payment) shall bear interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law.

4. Restricted Use

- 4.1 LICENSEE shall only use the SOFTWARE: (a) on computers which are owned or leased by LICENSEE and controlled by LICENSEE; and, (b) in accordance with any other limitations set out in the relevant SCHEDULE. In addition, SOFTWARE may only be used by LICENSEE's full-time or part-time employee(s) or by third party contractor(s) while working on LICENSEE's internal business concerns. LICENSEE shall ensure that anyone who uses the SOFTWARE (accessed either locally or remotely) complies with the terms of this AGREEMENT.
- 4.2 LICENSEE agrees to use the SOFTWARE only for LICENSEE's own internal requirements and will not use the SOFTWARE for the benefit of any other party, including but not limited to providing service bureau, commercial hosting or other commercial information technology services, timesharing, or otherwise process data of any other party. LICENSEE shall not permit use of the SOFTWARE by any other party or for software development.
- 4.3 LICENSEE agrees that it shall not and shall not permit other parties to: (a) create or attempt to create source code from the SOFTWARE (b) reverse assemble, reverse compile, otherwise translate, or reverse engineer the SOFTWARE, except as expressly permitted by law without the possibility of contractual waiver.
- 4.4 LICENSEE agrees not to: (a) use, copy, modify, or distribute the SOFTWARE and DOCUMENTATION except as expressly permitted in this Agreement; (b) use any of the SOFTWARE's components, files, modules, audio-visual content, or related licensed materials separately from that SOFTWARE; or (c) sublicense, rent, or lease the SOFTWARE.
- 4.5 The SOFTWARE and DOCUMENTATION are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software Regulations. Contractor/manufacturer is SPSS Inc., an IBM Company/ 233 S. Wacker Drive/ Chicago, IL 60606.
- 4.6 LICENSEE agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users. LICENSEE acknowledges that the SOFTWARE and DOCUMENTATION, technical information and related materials are subject to export controls under the U. S. Exports Administration Regulations. LICENSEE shall (a) strictly comply with all legal requirements established under these controls (b) cooperate fully with SPSS in any official or unofficial audit or inspection that relates to these controls, and (c) not export, re-export, divert or transfer, directly or indirectly any such item to any country that is embargoed by Executive Order. LICENSEE shall: (i) obtain any import/export licenses or other permissions to transfer the SOFTWARE or DOCUMENTATION from one country to another; (ii) comply with any and all established legal requirements or foreign laws related to export or import of the SOFTWARE and DOCUMENTATION, including but not limited to U.S. regulations prohibiting the export, re-export, diversion or transfer directly or indirectly to a country that is embargoed by U.S. Executive Order. Nothing in this Section shall be construed to grant any rights to LICENSEE that are contrary or in addition to rights expressly set forth herein.
- 4.7 The terms of this AGREEMENT including but not limited to the restrictions of this Section 4 apply to each copy of the SOFTWARE that LICENSEE makes.

5. Term and Termination

- 5.1 This Agreement shall run from the Effective Date for a period of twelve (12) months to such date which shall be the ANNIVERSARY DATE ("ANNIVERSARY DATE"). The term of this Agreement shall automatically renew for one (1) year terms from the ANNIVERSARY DATE unless LICENSEE or SPSS provides written notice of non-renewal of the entire Agreement at least forty-five (45) days prior to the ANNIVERSARY DATE.
- 5.2 SPSS may terminate this AGREEMENT or any SCHEDULE if LICENSEE violates any of the provisions of this AGREEMENT or SCHEDULE. In such event, SPSS shall be free to pursue any legal or equitable recourse which it deems appropriate, including without limitation, injunctive relief, claims for damages, or suit for termination of the license granted hereby.
- 5.3 Upon termination or non-renewal for any reason: (a) all LICENSEE rights shall immediately cease, (b) there shall be no refund of any payments; (c) LICENSEE shall promptly pay any fees which may be due; and, (d) LICENSEE shall promptly destroy the SOFTWARE and DOCUMENTATION including all copies and portions thereof and certify in writing to SPSS that such action has been taken. This paragraph shall survive the termination of this AGREEMENT. Any terms of this AGREEMENT that by their nature extend beyond termination of this AGREEMENT remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

6. Consulting Services

- 6.1 From time-to-time during the term of this AGREEMENT, as mutually agreed to by the parties, SPSS may provide LICENSEE certain services in relation to the SOFTWARE ("CONSULTING SERVICES"). Prior to the provision of any CONSULTING SERVICES and for each CONSULTING SERVICES engagement, the parties will agree in advance to a written Statement of Work ("STATEMENT OF WORK"), which may contain: a description of the services specifications for the deliverable materials (if any) to be provided to LICENSEE as a result of such CONSULTING SERVICES ("MATERIALS"), an estimated timeline and estimated fees payable by LICENSEE for such CONSULTING SERVICES; and all additional terms that are applicable to the engagement. A STATEMENT OF WORK must be signed by both parties prior to SPSS assigning any personnel for the engagement. A STATEMENT OF WORK may only be modified by a change order signed by both parties. Each STATEMENT OF WORK (including any executed change order) shall be attached hereto and deemed a part of this AGREEMENT.
- 6.2 SPSS shall retain all right, title and interest (including, without limitation, all patents, present and future copyrights and trade secrets) in and to all MATERIALS. Such MATERIALS shall be licensed to LICENSEE subject to the terms of this AGREEMENT. Subject to the foregoing license, LICENSEE acknowledges and agrees that SPSS shall have no obligation to provide MAINTENANCE for any MATERIALS, unless expressly set forth in the applicable STATEMENT OF WORK.
- 6.3 Either party may suspend or terminate a STATEMENT OF WORK if the other party fails to cure its material breach thereof within thirty (30) days after written notice from the other party of such breach; provided that LICENSEE shall only have ten (10) days to cure a failure to pay. In addition, either party may terminate a STATEMENT OF WORK for convenience with thirty (30) days prior written notice to the other party. Upon termination of a STATEMENT OF WORK for any reason, LICENSEE shall pay to SPSS all amounts due to SPSS for work performed up to the date of termination. This Section 6.3 is without prejudice to Section 5 of this AGREEMENT.

7. Warranties

- 7.1 Each party represents and warrants that they have all necessary right and authority to enter into this AGREEMENT and to grant and assume the rights and obligations herein.
- 7.2 SPSS warrants that the SOFTWARE will, for a period of sixty (60) days from the date of initial shipment by SPSS, operate substantially in accordance with the functionality specified in the applicable DOCUMENTATION, provided that the SOFTWARE is installed and operated in accordance with such DOCUMENTATION. This warranty applies only to the unmodified portion of the SOFTWARE. SPSS does not warrant uninterrupted or error-free operation of the SOFTWARE, or that SPSS will correct all SOFTWARE defects. In the event of a breach of the foregoing warranty, LICENSEE shall promptly report such breach to SPSS and SPSS will replace the subject SOFTWARE or if SPSS is unable to deliver such replacement within a

commercially reasonable period of time, LICENSEE may return the subject SOFTWARE and SPSS will refund the license fees paid for the subject SOFTWARE. Upon returning the SOFTWARE, LICENSEE'S license terminates.

- 7.3 SPSS warrants that the MATERIALS provided in accordance with Section 6 will be provided using reasonable care and skill and that they will materially conform to the specifications in the applicable STATEMENT OF WORK. This warranty will remain in effect for a period of thirty (30) days from the date of final delivery of the subject MATERIALS. SPSS will use all reasonable efforts to correct any such non-conformance so reported within a commercially reasonable time at no charge to LICENSEE. Any changes requested by LICENSEE after the thirty (30) day period will be billed on a time and materials basis.
- 7.4 The remedies set forth in Sections 7.2 and 7.3 shall be SPSS' sole responsibility and LICENSEE's sole and exclusive remedy for such warranty.
- 7.5 LICENSEE and LICENSEE alone is responsible for determining which SOFTWARE meets its particular needs and the results obtained. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE AND SPSS MAKES NO WARRANTY WITH RESPECT TO ITS CONSULTING SERVICES OR THE RESULTS OBTAINED THEREFROM; AND, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. THESE WARRANTIES GIVE LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

The warranties specified in this Section 7 are in addition to any rights LICENSEE may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

8. Limitation of Liability

The limitations and exclusions in this Section 8 (Limitation of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

- 8.1 Circumstances may arise where, because of a default on SPSS' part or other liability, LICENSEE is entitled to recover damages from SPSS. Regardless of the basis on which LICENSEE is entitled to claim damages from SPSS (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), SPSS' entire liability for all claims in the aggregate arising from or related to the SOFTWARE or CONSULTING SERVICES or otherwise arising under this AGREEMENT will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) other actual direct damages, up to twelve (12) months' charges LICENSEE paid for the SOFTWARE or CONSULTING SERVICES that is the subject of the claim. This limit also applies to any of SPSS' SOFTWARE developers and subcontractors. It is the maximum for which SPSS and its SOFTWARE developers and subcontractors are collectively responsible.
- 8.2 **UNDER NO CIRCUMSTANCES IS SPSS, ITS SOFTWARE DEVELOPERS OR SUBCONTRACTORS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:**
- a. **LOSS OF, OR DAMAGE TO, DATA;**
 - b. **SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES;**
 - c. **OR**
 - c. **LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS**
- 8.3 Where SPSS is in breach of a condition or warranty implied by the Trade Practices Act 1974, SPSS's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this Section 8 shall apply.

9. Verification Process

- 9.1 LICENSEE agrees to create, retain, and provide to SPSS and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that LICENSEE'S use of all SOFTWARE is in compliance with the terms of this AGREEMENT. Upon reasonable notice, SPSS may verify LICENSEE'S compliance with the terms of this AGREEMENT at all sites and for all environments in which LICENSEE uses (for any purpose) the SOFTWARE subject to this AGREEMENT. Such verification will be conducted in a manner that minimizes disruption to LICENSEE'S business, and may be conducted on LICENSEE'S premises, during normal business hours. SPSS may use an independent auditor to assist with such verification, provided SPSS has a written confidentiality agreement in place with such auditor.
- 9.2 SPSS will notify LICENSEE in writing if any such verification indicates that LICENSEE has used any SOFTWARE in a manner that is not in compliance with the terms of this AGREEMENT. LICENSEE agrees to promptly pay directly to SPSS the charges that SPSS specifies in an invoice for (a) any excess use of the SOFTWARE, (b) MAINTENANCE for such excess use for the lesser of the duration of such excess use or two years, and (c) any additional charges and other liabilities determined as a result of such verification.

10. General Provisions

- 10.1 LICENSEE agrees that this AGREEMENT may not be assigned and that SOFTWARE or MATERIALS may not be transferred without the prior written consent of SPSS in its sole discretion.
- 10.2 Nothing in this AGREEMENT affects any statutory rights of consumers that cannot be waived or limited by contract.
- 10.3 This AGREEMENT together with the SCHEDULE(s) supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein.
- 10.4 Neither LICENSEE nor SPSS is responsible for failure to fulfill any obligations due to causes beyond its control.
- 10.5 LICENSEE hereby consents to the use of LICENSEE's name and details of the SOFTWARE licensed and CONSULTING SERVICES provided for legal, accounting or regulatory requirements. SPSS will obtain LICENSEE's prior approval for any other use of LICENSEE's name.
- 10.6 Notwithstanding Section 10.5 above, LICENSEE authorizes SPSS Inc., an IBM Company and its parent company International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use LICENSEE's business

contact information wherever they do business, in connection with SPSS SOFTWARE, or in furtherance of SPSS' business relationship with LICENSEE.

- 10.7 Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this AGREEMENT. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this AGREEMENT.
- 10.8 This AGREEMENT does not create an agency, joint venture, or partnership between LICENSEE and SPSS. Each party is free to enter into similar agreements with others to develop, acquire or provide competitive SOFTWARE and CONSULTING SERVICES.
- 10.9 Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: (a) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this AGREEMENT more than two years after the cause of action arose; (b) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse; and (c) each party waives any right to a jury trial in any proceeding arising out of or related to this AGREEMENT.
- 10.10 No right or cause of action for any third party is created by this AGREEMENT, nor is SPSS responsible for any third party claims against LICENSEE, except as permitted in Subsection 8.1 above for bodily injury (including death) or damage to real or tangible personal property for which SPSS is legally liable to that third party.
- 10.11 If a part of this AGREEMENT is held unenforceable or invalid or prohibited under law, it shall be struck from this AGREEMENT and shall not affect the enforceability of the other parts of this AGREEMENT.
- 10.12 No purchase order, other document, shrinkwrap agreement, clickwrap agreement or any handwritten or typewritten text purporting to modify or supplement the printed text of this AGREEMENT will add to or vary the terms of this AGREEMENT. In the event of any conflict between the terms and conditions of this AGREEMENT, any SCHEDULE(s) and/or STATEMENT OF WORK that reference this AGREEMENT, the following order of precedence shall apply: (a) AGREEMENT prevails over (b) SCHEDULE which prevails over (c) STATEMENT OF WORK. In the event of any conflict between the terms and conditions of a purchase order and this AGREEMENT including its attachments, the terms of the AGREEMENT and its attachments shall prevail without addition.
- 10.13 Both parties agree to the application of the laws of the State or Territory in which LICENSEE acquired the SOFTWARE or MATERIALS to govern, interpret, and enforce all of LICENSEE's and SPSS' respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this AGREEMENT, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All rights, duties, and obligations are subject to the courts of the State or Territory in which LICENSEE acquired the SOFTWARE or MATERIALS. This AGREEMENT is the complete agreement regarding LICENSEE's acquisition of SOFTWARE, DOCUMENTATION, and any related MAINTENANCE and CONSULTING SERVICES, and replaces any prior oral or written communications between LICENSEE and SPSS concerning the same. In entering into this AGREEMENT, neither party is relying on any representation that is not specified in this AGREEMENT including without limitation any representations concerning: 1) performance or function of any SOFTWARE, other than as expressly warranted in Section 7 above; 2) the experiences or recommendations of other parties; or 3) results or savings LICENSEE may achieve. Additional or different terms in any written communication from LICENSEE (such as a purchase order) are void. Once in effect, 1) unless prohibited by applicable local law or specified otherwise, any reproduction of this AGREEMENT made by reliable means (for example, photocopy, electronic scan or facsimile) is considered an original and 2) SOFTWARE, DOCUMENTATION, MAINTENANCE, and CONSULTING SERVICES orders under this AGREEMENT are subject to it.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this AGREEMENT as of the date last written below.

For: : Auckland UniServices

For: SPSS Australasia Pty Limited, an IBM Company
ABN: 46 051 791 372

(LICENSEE)

ABN:

Signature: _____

Signature: _____

Printed Name: : PETER TRICKER

Printed Name: _____

Title: : DATA & SYSTEMS MANAGER

Title: _____

Date: : 23/03/10

Date: _____



*Annual Software License
Schedule*

*SPSS Australia Pty Limited, an
IBM Company
ABN 46 051 791 392
Level 8,
821 Pacific Highway
Tower B, The Zenith
Chatswood NSW 2067 Australia*

Sales Telephone +61.2.9492.2300

LICENSEE and SPSS agree that the use of the SOFTWARE products listed in this SCHEDULE shall be subject to the terms and conditions of the Software License Agreement attached (the "AGREEMENT").

SCHEDULE

1. Additional License Grant Terms-General

- 1.1 Without prejudice to the LICENSEE'S right to make back up copies of the SOFTWARE as permitted by the AGREEMENT, unless expressly authorized below, the SOFTWARE is licensed for use in a production environment only and any installation or use in a test, development or pre-production environment (or similar) is not authorized.
- 1.2 The number of users of the SOFTWARE shall not exceed the total number of named users or concurrent users of the SOFTWARE specified in this SCHEDULE.
- 1.3 If LICENSEE is licensing a "Server" product as indicated in this SCHEDULE, then SPSS grants LICENSEE the right to install SOFTWARE on server(s) up to the number of CPUs specified in this SCHEDULE for use by any user as set forth in the AGREEMENT. LICENSEE shall notify SPSS before changing the computer network, server or processor or if LICENSEE is adding additional CPUs to the network, server or processor where the SOFTWARE is installed. SPSS shall provide LICENSEE with details of the additional licensing fees, if any, associated with such changes.
- 1.4 If this license is a single-user license of the SOFTWARE as indicated in this SCHEDULE, then SPSS grants LICENSEE a non exclusive right for one (1) designated individual to use the SOFTWARE on a home, work or portable computer as long as this individual is the only person using the SOFTWARE and such use is otherwise in compliance with the terms of the AGREEMENT or this SCHEDULE.
- 1.5 For the avoidance of doubt, LICENSEE, acknowledges and understands that as part of MAINTENANCE, LICENSEE shall only receive upgrades, enhancements and improvements to the SOFTWARE when and if such items are made generally available by SPSS.
- 1.6 SPSS will ship, FOB shipping point, one (1) master copy of the SOFTWARE and DOCUMENTATION to LICENSEE within fifteen (15) days of the date last written below in the signature block. SPSS fulfills its shipping and delivery obligations upon the delivery of such SOFTWARE and DOCUMENTATION to the SPSS-designated carrier, unless otherwise agreed to in writing by LICENSEE and SPSS.
- 1.7 In the event of any conflict between the terms of the AGREEMENT, SCHEDULE or purchase order, the terms of the AGREEMENT shall prevail over those of any SCHEDULE which will prevail over those of a purchase order, without addition.

** The additional license terms below are only applicable if the SOFTWARE to which they refer is indicated as a licensed product in the Licensed Software table below.*

2. Additional License Grant Terms Regarding SPSS Text Analysis for Surveys*

- 2.1 Notwithstanding the number of copies of the SOFTWARE licensed to LICENSEE under this SCHEDULE or any subsequent SCHEDULE, LICENSEE'S use of the SOFTWARE is limited to coding not more than 550,000 survey responses each year. Should LICENSEE exceed that number or wish to use the SOFTWARE to code a higher number of survey responses per annum then a non-refundable additional annual coded response volume fee is payable. Details of such annual fees are available from SPSS upon request.
- 2.2 LICENSEE agrees to provide SPSS with written notice of its intentions regarding the number of survey responses it wishes to process using the SOFTWARE, at least forty-five (45) days prior to each annual anniversary of the date of this SCHEDULE. SPSS shall then invoice LICENSEE for the non-refundable annual renewal coded response volume fee at SPSS' then current rates. All amounts invoiced by SPSS are payable within thirty (30) days of receipt of an SPSS invoice.

3. Additional Terms for SPSS Statistical Services for Microsoft SQL Server 2005 Enterprise Edition*

3.1 Definitions:


- a) "DEVELOPER EDITION SOFTWARE" means the SPSS Statistical Services for Microsoft SQL Server 2005 Developer Edition that is licensed separately by SPSS and used to develop applications.
 - b) "DEVELOPED APPLICATION(S)" means an application(s) that is developed using the DEVELOPER EDITION SOFTWARE.
 - c) "ENTERPRISE EDITION SOFTWARE" means the SPSS Statistical Services for Microsoft SQL Server 2005 Enterprise Edition.
 - d) "ENTERPRISE EDITION SOFTWARE" is deemed to be "SOFTWARE" under the AGREEMENT.
- 3.2 If ENTERPRISE EDITION SOFTWARE is indicated as a licensed product in the table below, LICENSEE shall have the non-transferable, non-exclusive right to use the ENTERPRISE EDITION SOFTWARE on the number of servers and CPUs set forth below as an integral part of DEVELOPED APPLICATION(S) under the terms of the AGREEMENT. All other uses of the ENTERPRISE EDITION SOFTWARE are strictly prohibited.
 - 3.3 No MAINTENANCE will be provided for any DEVELOPED APPLICATIONS. All express warranties in the AGREEMENT shall not apply to any DEVELOPED APPLICATIONS.
 - 3.4 If there are any terms and conditions in the AGREEMENT that conflict with Section 3.1, 3.2 or 3.3 above, then this SCHEDULE shall take precedence over such conflicting terms and conditions to the extent of such conflict insofar as this SCHEDULE concerns the ENTERPRISE EDITION SOFTWARE and DEVELOPED APPLICATIONS.

LICENSEE NAME and Address	Auckland UniServices Growing Up in New Zealand Tamaki Campus Bldg 730.313 261 Morrin Road, Glen Innes, Auckland 1072		Site Coordinator	Clifton Walsh
			Title	ICT Manager
			Email Address	c.walsh@auckland.ac.nz
			Contact #	+64 21 661178
Invoice Address (if different)	PO Box 18288, Glen Innes, Auckland 1743		Ship To: (if different)	
			Shipping Contact Name & Phone:	Peter Tricker +64 9 373 7599
Computer System Information				
Operating System (unless otherwise indicated, deemed to be Windows)		Use (For other than production use)		# Servers: (Unless otherwise indicated, deemed to be one (1))

Existing Licenses. Any reference below to Existing License shall mean that LICENSEE previously acquired such rights under an earlier SCHEDULE to the AGREEMENT. These licenses are reiterated here solely to demonstrate the total number of such licenses.

Software	Server		Named		Concurrent		Initial License Fee (22/03/10 – 30/10/10)	Subsequent Annual Licence Fee
	# Servers	# CPU’S	# New	# Existing Licenses	# New	# Existing Licenses	(Excluding VAT)	
PASW Data Collection Author				1			-	\$393
PASW Data Collection Base			1	1			\$1,386.36	\$2,474
PASW Data Collection Author Professional			1	1			\$734.18	\$1,310
PASW Data Collection Remote Administrator	1						-	\$4,366
PASW Data Collection Interviewer server	1						-	\$5,823
PASW Data Collection Interviewer			12	45			\$2,344.93	\$9,918
PASW Data Collection Interviewer web - number of simultaneous connections			number of simultaneous connections:25				-	-
					Initial Licence Fee Sub Total			\$4,465.47
					Shipping Charges			\$
					Total Fees Due (excluding GST)			\$4,465.47

Each of the signatories below represents that he/she, on behalf of LICENSEE and SPSS respectively, has the right and authority to execute this SCHEDULE and each party agrees to be bound by the same. The complete agreement between LICENSEE and SPSS consists of this SCHEDULE and the AGREEMENT. In entering into this agreement, neither LICENSEE nor SPSS is relying on any representation not specified in this SCHEDULE or the AGREEMENT.

Licensee: Auckland UniServices ABN:		SPSS Australasia Pty Limited, an IBM Company ABN: 46 051 791 372	
By:  Authorized Signature		By: _____ Authorized Signature	
Printed Name:	PETER TRICKER	Printed Name:	_____
Title:	DATA SYSTEMS MGR	Title:	_____
	Date: 23/03/10		Date: _____