



SPSS Software Evaluation
License Agreement

SPSS Australasia Pty Ltd.
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CHATSWOOD NSW 2067

Sales Telephone 02 9492 2300
Sales Fax 02 9492 2301

SPSS Australasia Pty Ltd (hereinafter SPSS) and the LICENSEE identified below agree as follows:

1. Grant

1.1 Subject to the provisions contained herein, SPSS grants to LICENSEE a non-exclusive license for the use of the proprietary computer software product(s) specified below.

1.2 SPSS retains all title and ownership to the SOFTWARE.

2. Restricted Use

2.1 LICENSEE shall use the SOFTWARE under this Agreement only as specified herein, and shall not use SOFTWARE on any other computer. LICENSEE warrants that it owns or leases the COMPUTER SYSTEM, that it has sole operational control of the COMPUTER SYSTEM and that the COMPUTER SYSTEM is located at the Site Address specified herein.

2.2 LICENSEE agrees to maintain the SOFTWARE in confidence. LICENSEE will not disclose the SOFTWARE or any part thereof to anyone other than LICENSEE.

2.3 LICENSEE agrees not to create, or attempt to create or permit or help others to create, the source code from the SOFTWARE furnished pursuant to this Agreement.

2.4 LICENSEE agrees to use the SOFTWARE only for evaluation purposes.

3. Term and Termination

3.1 This Agreement shall become effective upon signing by LICENSEE and SPSS, and shall run for thirty (30) days.

3.2 SPSS may terminate this Agreement upon written notice if LICENSEE violates any of the provisions of this Agreement.

3.3 Upon termination of this Agreement, LICENSEE shall destroy all copies, including partial copies, of the SOFTWARE and delete the SOFTWARE from all computer libraries and storage and memory devices.

3.4 Upon termination of this Agreement, LICENSEE shall continue to maintain the SOFTWARE in confidence and will not thereafter use this SOFTWARE supplied to LICENSEE pursuant to this Agreement. This paragraph shall survive the termination of this Agreement.

4. Warranties

4.1 SPSS warrants that it has the right to grant this license.

SPSS disclaims any responsibility for the accuracy or correctness of the SOFTWARE.

4.2 THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. In no event shall SPSS become liable to LICENSEE or to any other party for any loss or damages, incidental, consequential otherwise, including, but not limited to time money or goodwill, costs of substitution, property damage, or other losses arising from the use, operation or modification of the SOFTWARE by LICENSEE, even if SPSS had been advised of the possibility of such damages.

5. General Provisions

5.1 LICENSEE agrees that this Agreement and the SOFTWARE may not be assigned, sublicensed or transferred. SPSS shall have a right to assign or transfer this Agreement to International Business Machines Corporation (IBM) or an IBM subsidiary without the consent of LICENSEE.

5.2 SPSS shall not be liable for delays or nonperformance of this Agreement occasioned by strikes, fires, accidents or other causes beyond the control of SPSS.

5.3 This Agreement supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein, in the case of conflict between this Agreement and purchase orders issued for the SOFTWARE, the terms of this Agreement shall prevail.

5.4 The headings for each section are stated for convenience only and are not to be construed as limiting.

5.5 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.

5.6 This Agreement shall be interpreted under the laws of the State of New South Wales.

LICENSEE: _____
Authorized Signature

Printed Name: Peter Tricker

Title: _____ Date: _____

**Delivery/Site
Address:**

Organization: Auckland UniServices

Address: **Growing Up in New Zealand**, University of Auckland,
Tamaki Campus, Bldg 730.313, 261 Morrin Road, Glen
Innes, Auckland 1072

SPSS Australasia Pty Ltd: _____
Authorized Signature

Printed Name:

Title: _____ Date: _____

Site Coordinator:

Name: Peter Tricker

Title:

Invoice address if different: _____

Computer System:	Model	Operating System			Release of OS		
	IP Address					(for network systems)	
Products	Windows	Macintosh	OS/2	UNIX	Mainframe	Total number of Simultaneous Users	Total Number of Copies
IBM SPSS Data Collection Author	X						2
IBM SPSS Data Collection Base	X						2
IBM SPSS Data Collection Author Professional	X						2

