

SPSS Australasia Pty Limited
ABN 46 051 791 372
Level 21 , 821 Pacific Highway
Tower B , The Zenith
CHATSWOOD NSW 2067
AUSTRALIA

SPSS Australasia Pty Limited 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, 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"). 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 licence 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 of the last signature of the relevant SCHEDULE ("EFFECTIVE DATE").
- 1.3 SPSS grants LICENSEE a non-transferable, non-exclusive license to make a reasonable number of copies of the SOFTWARE as are necessary to enable its use in accordance with the terms of this AGREEMENT and a reasonable number of copies solely for archival and backup purposes. 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 not expressly granted in this AGREEMENT whether by implication, estoppel or otherwise and retains all right, title, and interest (including all intellectual property rights, which include without limitation, all patents, present and future copyrights, confidential information and know-how and trade secrets) to the SOFTWARE and the DOCUMENTATION, including all copies thereof.

2. Maintenance

- 2.1 For so long as SPSS generally maintains and supports the subject SOFTWARE and LICENSEE pays the annual Licence fee due therefor, SPSS will provide LICENSEE with the following (together "MAINTENANCE"):

(a) reasonable efforts to correct errors in the SOFTWARE 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 version of the SOFTWARE but reasonable TECHNICAL SUPPORT will be available for the immediately preceding version of the SOFTWARE. MAINTENANCE may, but need not be, provided if LICENSEE has modified the SOFTWARE or if LICENSEE is in default of this AGREEMENT.

3. Payments

- 3.1 LICENSEE agrees to pay SPSS the fees due hereunder, (including but not limited to, amounts due for licence and/or CONSULTING SERVICES fees) within thirty (30) days from the date set forth on the SPSS invoice. All amounts are non-refundable except where otherwise indicated in this AGREEMENT. Invoices for the licence fee will be issued on or after the EFFECTIVE DATE.
- 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 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 All fees or charges stated are exclusive of any tariffs, duties or taxes (including Goods and Services Tax) which may be levied by any government or governmental agency. LICENSEE shall be liable for payment of all such taxes. However, LICENSEE shall not be liable for payment of such taxes in the event LICENSEE represents that it holds a valid tax exempt status and furnishes SPSS a copy of the same concurrently with execution of this AGREEMENT. In the event LICENSEE no longer maintains a current tax exempt status, LICENSEE shall be responsible for the payment of such taxes.
- 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.

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.

- 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 by way of timesharing, rental or otherwise and shall not process data of any other party. LICENSEE shall not permit use of the SOFTWARE by any other party or for software development.
- 4.3 Save to the extent permitted by law LICENSEE shall not and shall not permit other parties to reverse engineer, decompile or disassemble the SOFTWARE in whole or in part. LICENSEE shall not copy (except as expressly authorised herein) or adapt the SOFTWARE in whole or in part. Without prejudice to the generality of the foregoing, copying or adaptation for the purposes of error correction is not permitted.
- 4.4 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 U.S. 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; and, (iii) pay any and all duties, fees and or taxes, however designated, arising from the transfer of the SOFTWARE and DOCUMENTATION from one country to another. 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.

5. Term and Termination

- 5.1 This Agreement shall run from the date set forth on the applicable SCHEDULE for a period of twelve (12) months to such date which shall be the 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 LICENSEE may terminate this AGREEMENT or any SCHEDULE, without cause at any time, without right to refund, by notifying SPSS of such termination. SPSS may forthwith terminate this AGREEMENT or any SCHEDULE and any rights granted under this AGREEMENT or such SCHEDULE if LICENSEE breaches 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, or claims for damages.
- 5.3 Upon termination 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.

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 will contain: a description of the services specifications for the deliverables (if any) to be provided to LICENSEE as a result of such CONSULTING SERVICES ("**DELIVERABLES**"), 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 all intellectual property rights (as defined in clause 1.4) , in and to all DELIVERABLES. Such DELIVERABLES shall be licensed to LICENSEE subject to the terms of this AGREEMENT. Subject to the foregoing licence, LICENSEE acknowledges and agrees that SPSS shall have no obligation to provide MAINTENANCE for any DELIVERABLE, 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. 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, SPSS will refund the annual licence fee paid for the subject SOFTWARE.
- 7.3 SPSS warrants that the DELIVERABLES provided in accordance with Section 6 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 DELIVERABLES. SPSS will use all reasonable efforts to correct any such non-conformance so reported within a commercially reasonable time at no charge to LICENSEE.
- 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 breach of such warranty.
- 7.5.1 Nothing in this AGREEMENT shall exclude or limit SPSS' liability for (i) death or personal injury caused by its negligence (ii) deceit (including without limit, fraudulent misrepresentation) or (iii) any liability that cannot be excluded by law.
- 7.5.2 LICENSEE and LICENSEE alone is responsible for determining which software products meet its particular needs, for installing the SOFTWARE, and for the results obtained.
- 7.5.3 Except for the warranties provided above in this Section 7, SPSS makes no warranty with respect to the SOFTWARE or its Consulting or Maintenance services or the results obtained therefrom. The

warranties and conditions stated in this AGREEMENT are in lieu of all other conditions, warranties or other terms which might but for this Section 7.5.3 be implied or have effect or would otherwise be implied into or incorporated into this AGREEMENT, whether by statute, common law or otherwise, all of which are hereby excluded (including without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care) to the fullest extent permitted by law.

7.5.4 Save as provided in Section 7.5.1 SPSS shall have no liability to LICENSEE for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): (i) loss of revenue (ii) loss of actual or anticipated profits or savings (iii) loss of business, (iv) loss of opportunity, (v) loss of goodwill or reputation (vi) loss of any other expectation benefit whatsoever, (vii) any liability to any third party, (viii) loss of, damage to or corruption of data or (ix) any indirect, or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in this Section 7.5.4 (i) to (viii)) and, in each case, whether such losses or damage are caused by or arising from breach of contract, negligence or other tort, or otherwise.

7.5.5 Save as is provided in Section 7.5.1 and subject to Section 7.5.4, SPSS' liability arising out of this AGREEMENT shall in no event exceed the annual amount paid or payable by LICENSEE to SPSS for the SOFTWARE or service to which the claim relates. In the case of CONSULTING SERVICES the amount paid or payable shall if the context requires mean the amount estimated as payable, if higher.

7.6 SPSS agrees to defend, or settle at its option any action against LICENSEE arising from a claim that the SOFTWARE infringes any Australian patent or intellectual property right provided that: (a) SPSS is promptly notified of any threatened or actual action and is given control over the defense or settlement thereof; (b) the SOFTWARE has not been modified by LICENSEE; (c) LICENSEE does not do or permit anything to be done which prejudices the defense or settlement of such claim; and, (d) the charge of infringement has not arisen from the use of the SOFTWARE in combination with other hardware or software components in contravention with the applicable DOCUMENTATION where it is the combination which is charged to infringe. SPSS shall, at its option and expense, secure for LICENSEE the right to continue using the SOFTWARE, or replace or modify the SOFTWARE so that it becomes non-infringing or grant LICENSEE a credit minus a reasonable depreciation for the use of the SOFTWARE but in no event shall such credit be greater than the licence fee paid for the SOFTWARE from which the claim arose.

7.7 In the event that the supply of any goods or services under this AGREEMENT constitutes a supply of goods or services to a consumer as defined in the Trade Practices Act 1974 (C'th) or any other national, State or Territory legislation ("the ACTS") nothing contained in this AGREEMENT excludes, restricts or modifies any condition, warranty or other obligation in relation to this AGREEMENT and the goods and services to be supplied hereunder which pursuant to the ACTS or any of them is applicable or is conferred on LICENSEE where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon LICENSEE pursuant to any of the ACTS, SPSS' sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which LICENSEE may sustain or incur, shall be limited (except as otherwise specifically set forth herein in Section 7.5.1) to fixing the fault or refunding the amount paid or payable by LICENSEE to SPSS for the goods or service to which the claim relates.

8. General Provisions

8.1 LICENSEE agrees that this AGREEMENT may not be assigned and that SOFTWARE may not be transferred or sublicensed without the prior written consent of SPSS in its sole discretion. 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.

8.2 LICENSEE grants SPSS the right to conduct an audit to verify that LICENSEE is using the SOFTWARE in compliance with the provisions of this AGREEMENT. LICENSEE agrees to allow SPSS to inspect LICENSEE's premises physically and to cooperate fully in the conducting of such an audit, including but not limited to providing SPSS with periodic reports supplied by the SOFTWARE, if any. SPSS may copy any items to document any violation of this AGREEMENT.

8.3 This AGREEMENT, the SCHEDULES and/or any STATEMENTS OF WORK and the documents annexed as appendices to this AGREEMENT or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter thereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

8.4 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.

8.5 LICENSEE hereby consents to the use of LICENSEE's 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.

8.6 LICENSEE and SPSS agree that this AGREEMENT, the SOFTWARE and the DOCUMENTATION and all information related to the SOFTWARE that is disclosed to LICENSEE that is not in the public domain ("CONFIDENTIAL INFORMATION"), (a) constitutes the proprietary and confidential information of SPSS; (b) shall be used by LICENSEE only as required to exercise the licence granted under this AGREEMENT; and (c) shall be held in confidence and shall not be made available in any form to any person or entity other than LICENSEE, without the express written consent of SPSS. SPSS agrees that LICENSEE shall be permitted to disclose relevant aspects of the SOFTWARE and CONFIDENTIAL INFORMATION to its employees and its agents, but solely to the extent that such disclosure is directly related to LICENSEE's use of the SOFTWARE, and provided that LICENSEE shall take all reasonable steps to ensure that SOFTWARE is not disclosed or duplicated in contravention of this AGREEMENT. The provisions of this Section 8.6 shall survive termination of this AGREEMENT.

8.7 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.

8.8. 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 unless a different order of precedence is expressly stated in any SCHEDULE(s) and/or STATEMENT OF WORK: (a) AGREEMENT, (b) SCHEDULE, (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.

8.9 This AGREEMENT shall in all respects be governed by and construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the Courts of New South Wales.

8.10 No term of this AGREEMENT is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this AGREEMENT.

8.11 Any notice required to be given pursuant to this AGREEMENT shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this AGREEMENT. Notices may be sent by prepaid post or fax, provided

that faxes are confirmed within 24 hours by a prepaid posted confirmation of a copy. Correctly addressed notices sent by prepaid post shall be deemed to have been delivered 72 hours after posting and correctly directed faxes shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out this Section.

IN WITNESS WHEREOF, the parties, through their authorised representatives, have executed this AGREEMENT as of the date last written below (the "Effective Date").

For: **Auckland UniServices (LICENSEE)**

For: **SPSS Australasia Pty Limited**

ABN

ABN 46 051 791 372

Signature:  _____

Signature: _____

Printed Name: PETER TRICKEN

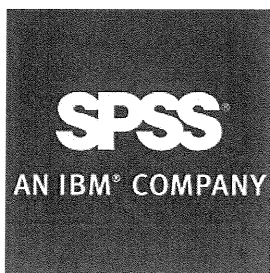
Printed Name: _____

Title: Data & Systems Manager

Title: _____

Date: 27/11/09

Date: _____



Your SPSS contact is: **Robert Hankey** Fax: +61 2 9492 2310 Tel: +61 2 9492 2310 Email: rhankey@spss.com

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. Definitions

For the purposes of this Schedule, the terms listed below shall have the following meanings:

- 1.1 "AUTHORIZED END-USER" shall mean any person who is affiliated with LICENSEE as (i) a full-time or part-time employee; or (ii) a full-time or part-time faculty member; or (iii) a third party contractor while working on LICENSEE'S business.
- 1.2 "SIMUS" shall mean simultaneous AUTHORIZED END-USERS users of the SOFTWARE.

2. Additional License Grant Terms

- 2.1 Each module of the Surveycraft product uses up a portion of a licence per simultaneous user (if loaded on a server) and LICENSEE may use any combination of modules such that the total number of licences thereby used does not exceed the total licences contracted hereunder. For these purposes, the modules use up licences as follows:

CATI Interviewer, CAPI Interviewer or Data Entry	0.2
Scripting, Supervisor or Coding	0.4
Analysis, Export or Minder	1.0

- 2.2 If LICENSEE is licensing Surveycraft Server software, LICENSEE shall use the SOFTWARE under this Agreement on a single computer network, server or processor, located at the Site shown in the Schedule such that the number of SIMUS users as computed under 2.1 above does not exceed the licences set forth in the Schedule.
- 2.3 If LICENSEE is licensing Surveycraft Stand Alone software, then Licensee may load the modules of the Licensed Software on individual machine(s) and each copy loaded will count as a portion of the licence as indicated in 2.1 above.
- 2.4 LICENSEE must contact SPSS before changing the computer network, server or processor or if LICENSEE is adding additional CPU's to the network, server or processor where the SOFTWARE is installed. SPSS shall provide LICENSEE with the additional licensing fees, if any, associated with such changes.
- 2.5 LICENSEE shall not use the SOFTWARE or any part thereof on any other computer network, server or processor without properly adding such other system to those licensed hereunder.

LICENSEE Address	Growing Up in New Zealand University of Auckland 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

Computer System Information			
Operating System (Unless otherwise indicated in the adjoining box, deemed to be Windows):		# Processor Cores: (Unless otherwise indicated in the adjoining box, deemed to be single core processor)	
Use (Unless otherwise indicated in the adjoining box, deemed to be Production use)		Contract:	


Existing Licenses. Any reference below to Existing License, shall mean that LICENSEE and SPSS previously entered into an agreement wherein LICENSEE obtained rights to use that particular SOFTWARE and license type. These licenses are reiterated here solely to demonstrate the total number of such licenses.

Software	Server		Named		Concurrent		Initial License Fee	Subsequent Annual Licence Fee
	# Servers	# CPU'S	# New	# Existing Licenses	# New	# Existing Licenses		
Surveycraft			1.0				\$5496.00	\$5496.00
Licence Fee Sub Total							\$5496.00	
Shipping Charges								
Total Fees Due (excluding GSTT)							\$5496.00	

Each of the parties and the representatives below represents that he/she on behalf of the applicable entity has the right and authority execute this SCHEDULE and each party agrees to be bound by the terms and conditions of both the AGREEMENT and this SCHEDULE.

Licensee: Auckland UniServices

SPSS Australasia Pty Ltd.

By: 

By: _____

Authorized Signature

Authorized Signature

Printed Name: PETER TRICKER

Printed Name:

Title: Data & Systems Mgr Date: 17/11/09

Title: _____ Date: _____