

SPATIAL TAPESTRY



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The license granted hereunder shall terminate at the earliest of (i) the end of the specified Evaluation Period, if any; (ii) immediately upon your failure to comply with all of the terms and limitations described herein; or (iii) immediately upon written notice of termination by Spatial Tapestry, with or without cause. Upon termination for any reason, you shall destroy all copies of the Software. Sections 2, 3, 4, 5, and 6 shall survive any termination or expiration of this Agreement or the license granted hereunder.

6. GENERAL

(a) This Agreement is the entire agreement between you and Spatial Tapestry concerning this subject matter. This Agreement may not be amended except in writing signed by an authorized representative of Spatial Tapestry.

(b) Neither this Agreement nor any of your rights or obligations hereunder may be assigned by you in whole or in part without Spatial Tapestry's prior written consent.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of the State of New South Wales, Australia without giving effect to its choice of law principles. Any legal action regarding this Agreement will be heard in the state or federal courts having jurisdiction in New South Wales, Australia, and you hereby submit to the personal jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is expressly disclaimed.

(d) The prevailing party in any action or proceeding to enforce the provisions of this Agreement shall be entitled to recover all reasonable attorneys' fees and expenses incurred in connection therewith.

(e) In the event of a breach of this Agreement, monetary damages may not be a sufficient remedy, and Spatial Tapestry shall be entitled, without waiving any other

rights or remedies, to such injunctive or equitable relief (without posting of a bond) as may be deemed proper by a court of competent jurisdiction.

(f) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions remain in full force and effect.

(g) The failure of Spatial Tapestry to require your performance of any provision herein shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Spatial Tapestry of a breach of any provision herein be taken or held to be a waiver of the provision itself.

Signed by: _____

Signature: _____

Date: _____

On behalf of: _____

This is to confirm that you accept all rights and obligations expressed in the Terms and Conditions of this Software Evaluation Licence Agreement.

Copies of this signed Agreement are to be returned to Spatial Tapestry.

Spatial Tapestry

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