



SPSS Annual Academic
Software Licence
(Eduserv Institutions)

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SPSS (UK) Limited ("SPSS") and the licensee identified below ("LICENSEE") agree as follows:

1. Authority

1.1 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

2. Grant of Rights

2.1 Subject to the provisions contained herein and in the schedule(s) executed by the parties and attached or referenced hereto in the form of the document in Appendix A ("SCHEDULE(S)"), SPSS grants, and LICENSEE accepts, the non-exclusive, non transferable, limited right to use, subject to the provisions hereof, the copyrighted computer software products in object code form as specified in a SCHEDULE(S) ("SOFTWARE") and the related user manuals that SPSS makes generally available for the subject SOFTWARE ("DOCUMENTATION") for the period specified in a SCHEDULE(S) ("LICENCE PERIOD").

3. Delivery

3.1 SPSS will ship, FOB shipping point, (1) master copy of the SOFTWARE ordered, to LICENSEE within fifteen (15) days of the date of the last signature of the relevant SCHEDULE ("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 in writing by LICENSEE and SPSS.

4. Use

4.1 The control and distribution of SOFTWARE is the responsibility of the Licence Co-ordinator specified in the SCHEDULE.

4.2 SOFTWARE may be used by any of LICENSEE's academic staff, or currently enrolled students ("PERMITTED USER") for the purposes set out below in this Clause 4.2 ("LIMITED PURPOSE") whether or not they are located on the LICENSEE'S premises. For the purpose of this Agreement, LIMITED PURPOSE is restricted to:

- i) Teaching and studying.
- ii) Academic Research in support of i) above
- iii) Research funded by a Research Council who is a member of Research Councils UK which is for non-commercial purposes;
- iv) Other research which is either publicly funded or funded by a registered UK charity and which will be published in the public domain.

4.3 A non-exhaustive list of examples of activities that are not within the LIMITED PURPOSE is as follows:

- (i) Training or education of persons who are not PERMITTED USERS;
- (ii) Training courses, consultancy or other services given for a fee or other benefit;
- (iii) Work of significant benefit to the employer of students on industrial placement or part-time courses;

- (iv) Research undertaken or published for fee or other benefit (except as permitted in clause 4.2);
- (v) Research commissioned by a third party, paid for or funded by a third party or undertaken for a third party (except as permitted in clause 4.2);
- (vi) Any activity which is for any commercial purpose including without limit, timesharing, rental, or service bureau use or use for any commercial activities of the LICENSEE.

(vii) LICENSEE administration and operations

For the avoidance of doubt where research is undertaken as part of a course run by the LICENSEE and where the research has commercial value or it becomes apparent that the research has commercial value, LICENSEE shall not, and shall procure that permitted users do not provide the results of such research to any commercial organization. In such circumstances, the research shall be deemed to have been undertaken for commercial purpose in breach of this Agreement. This does not apply to research undertaken as per Clause 4.2 above which is published in the public domain and where subsequently the research is used by a commercial organization for profit or commercial gain.

- 4.4 Subject to the provisions in Clause 5 below, home use by PERMITTED USERS is allowed. A PERMITTED USER must obtain a copy of the SOFTWARE and a stand-alone licence code from the Licence Coordinator, specified in the relevant SCHEDULE.
- 4.5 Without prejudice to Clause 4.2 above any Medical Teaching Hospitals or any NHS organization which are in any way affiliated with the LICENSEE (or any person whilst working for such Hospital or organization) is not permitted to use the SOFTWARE licensed under this Agreement. If SOFTWARE is required by Medical Teaching Hospitals or such NHS organization (or by any PERMITTED USER whilst undertaking work for such organization) a licence may be purchased separately from SPSS.
- 4.6 LICENSEE shall ensure that anyone who uses the SOFTWARE (accessed either locally or remotely or who is provided a copy of the SOFTWARE) complies with the terms of this AGREEMENT.

5. Extent of Permitted Reproduction

- 5.1 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 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. 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 the uses permitted in this Agreement only and remain subject to all terms of this Agreement. Any copies of SOFTWARE or DOCUMENTATION 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.
- 5.2 LICENSEE shall maintain accurate records of all copies of the SOFTWARE and DOCUMENTATION which shall indicate the location of the same and the LICENSEE shall produce such a record on request by SPSS. LICENSEE shall ensure that all PERMITTED USER'S who obtain a copy of the SOFTWARE are aware of the terms of this Agreement, either by signing a Copyright Acknowledgement Agreement or such other procedure as the LICENSEE may put in place. An example of a Copyright Acknowledgement Agreement is attached to this Agreement as Appendix B.
- 5.3 LICENSEE shall not permit persons who are not PERMITTED USERS to make or obtain any copies of SOFTWARE or DOCUMENTATION.

- 5.4 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
- 5.5 Transfer to, or use by, users of the Software may be prohibited or subject to export or import laws, regulations or policies, including those of the United States Export Administration Regulations. Licensee assumes all responsibility for complying with all applicable laws, regulations, and policies regarding the export, import, or use of this Program, including but not limited to, U.S. restrictions on exports or re-exports.

6. Payment terms

- 6.1 All LICENCE 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 as per Clause 6.4.
- 6.2 SPSS will submit an invoice to LICENSEE for the first year LICENCE FEES upon shipment of the SOFTWARE to LICENSEE. For each LICENCE FEE due thereafter, SPSS will submit an invoice to LICENSEE on or before the Anniversary date of the shipment of SOFTWARE to LICENSEE ("ANNIVERSARY DATE") for each one (1) year term. SPSS agrees to make reasonable efforts to send the invoice approximately sixty (60) days in advance of the ANNIVERSARY DATE. 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.
- 6.3 All fees are stated exclusive of VAT which shall be payable by the LICENSEE in addition.
- 6.4 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
- 6.5 All amounts are non-refundable except where otherwise indicated in this Agreement

7. Maintenance

- 7.1 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 four (4) designated support representatives via telephone, email or other means ("TECHNICAL SUPPORT").
- 7.2 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 and such services will be subject to additional cost.

- 7.3 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.

8. Proprietary Rights

- 8.1 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. The LICENSEE shall not acquire any title, copyright or other proprietary rights in SOFTWARE or DOCUMENTATION.

9. Confidentiality & Data Protection

- 9.1 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 Clause 9.1 shall survive termination of this Agreement.
- 9.2 The provisions in Clause 9.1 shall not apply to any information which: i) is or becomes public knowledge other than by breach of this Clause; ii) is in the possession of the receiving party without restriction before the date of receipt from the disclosing party; iii) is obtained from a third party who is lawfully authorised to disclose the same; (iv) is required to be disclosed by law.
- 9.3 (1) Definitions – For the purposes of this Item 9.3, the following additional definitions apply:
- (a) Business Contact Information – business-related contact information disclosed by LICENSEE to SPSS, including names, job titles, business addresses, telephone numbers and email addresses of LICENSEE's employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about Customer and its contractors as legal entities (for example, Customer's revenue data and other transactional information)
 - (b) Business Contact Personnel – LICENSEE employees and contractors to whom the Business Contact Information relates.
 - (c) Data Protection Authority – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.
 - (d) Data Protection & Electronic Communications Legislation – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.

- (e) IBM Group – International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.
- (2) LICENSEE authorises SPSS:
 - (a) to process and use Business Contact Information within IBM Group in support of LICENSEE including the provision of support services, and for the purpose of furthering the business relationship between LICENSEE and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the “Specified Purpose”); and
 - (b) to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.
- (3) SPSS agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.
- (4) To the extent required by the Data Protection & Electronic Communications Legislation, LICENSEE represents that (a) it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.
- (5) LICENSEE authorizes SPSS to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

10. Inspection Rights

- 10.1 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.
- 10.2 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.

11. Warranty

- 11.1 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 terminate.
- 11.2 The remedies set forth in Section 11.1 is SPSS’ sole responsibility and LICENSEE’s sole and exclusive remedy for such warranty

- 11.3 LICENSEE and LICENSEE alone is responsible for determining which SOFTWARE meets its particular needs and the results obtained. THESE WARRANTIES ARE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, USE OF REASONABLE SKILL AND CARE, OR TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT AND ALL SUCH WARRANTIES AND CONDITIONS ARE EXPRESSLY DISCLAIMED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES OR CONDITIONS ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES OR CONDITIONS APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION 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.
- In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 11 Warranty and Exclusions. The territorial scope of the Limited Warranty is worldwide.

12. Limitations of Liability

The limitations and exclusions in this Section 12 (Limitations of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

- 12.1 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 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 an amount equal to 1.25 times twelve (12) months' charges LICENSEE paid for the SOFTWARE 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
- 12.2 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 CONSEQUENTIAL DAMAGES; OR
 - c. WASTED MANAGEMENT TIME OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS
- 12.3 The LICENSEE will indemnify SPSS in respect of any claim for loss, damage or injury of any person or property occasioned by the act, neglect or default of the LICENSEE except, and insofar as SPSS is liable as aforesaid.

12.4 Intellectual Property Protection

12.4(i) Third Party Claims

If a third party asserts a claim against LICENSEE that the SOFTWARE infringes that party's patent or copyright, SPSS will defend LICENSEE against that claim at SPSS' expense and pay all costs, damages, and legal fees that a court finally awards against LICENSEE or that are included in a settlement approved in advance by SPSS, provided that LICENSEE:

- a. promptly notifies SPSS in writing of the claim;

- b. allows SPSS to control, and cooperate with SPSS in, the defence and any related settlement negotiations; and
- c. is and remains in compliance with this Agreement and LICENSEE's obligations under Remedies below.

12.4(ii) Remedies

If such a claim is made or appears likely to be made, LICENSEE agrees to permit SPSS, in SPSS' discretion, to: i) enable LICENSEE to continue to use the SOFTWARE; ii) modify it; or iii) replace it with one that is at least functionally equivalent. If SPSS determines that none of these alternatives is reasonably available, LICENSEE agrees to immediately discontinue use of the SOFTWARE and return it and all copies to SPSS on SPSS' written request. SPSS will then give LICENSEE a credit of up to the amount of eighteen (18) months' charges paid for the SOFTWARE by LICENSEE.

12.4(iii) Claims for Which SPSS is Not Responsible

SPSS has no obligation regarding any claim arising from or related to any of the following:

- a. anything provided by LICENSEE or a third party on LICENSEE's behalf that is incorporated into the SOFTWARE or SPSS' compliance with any designs, specifications, or instructions provided by LICENSEE or a third party on LICENSEE's behalf;
- b. modification of the SOFTWARE by LICENSEE or a third party on LICENSEE's behalf;
- c. use of the SOFTWARE other than in accordance with its applicable licenses and restrictions or use of a non-current version or release of the SOFTWARE, when a claim could have been avoided or the risk of a claim reduced by using the current version or release;
- d. the combination, operation, or use of the SOFTWARE with any other Software, hardware device, program, data, apparatus, method, or process; or
- e. the distribution, operation, or use of the SOFTWARE outside LICENSEE's entity or for the benefit of any third party.

The indemnification obligation under this Agreement only applies to copies of the SOFTWARE provided to LICENSEE by SPSS and additional copies made in accordance with this Agreement. SPSS has no obligation for claims relating to copies of the SOFTWARE neither provided by SPSS nor specifically authorized under this Agreement.

This Intellectual Property Protection section states SPSS' entire obligation and LICENSEE's exclusive remedy regarding any third party intellectual property claims. This Intellectual Property section does not obligate in any manner any third-party supplier of code included with or part of the SOFTWARE.

13. Publicity

- 13.1 LICENSEE hereby consents to the use of LICENSEE's name and details of the SOFTWARE licensed for legal, accounting or regulatory requirements. SPSS will obtain LICENSEE's prior approval for any other use of LICENSEE's name.

14. Termination

- 14.1 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 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 licence granted hereby.
- 14.2 Upon termination for any reason: (a) all LICENSEE'S 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.

15. Post Termination

15.1 Termination of this Licence howsoever caused shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination.

16. Force Majeure

16.1 Neither LICENSEE nor SPSS is responsible for failure to fulfill any obligations due to causes beyond its control.

18. Assignment

18.1 LICENSEE agrees that this AGREEMENT may not be assigned by it and that SOFTWARE may not be transferred by it 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.

19. Notices

19.1 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 first-class mail or fax, provided that faxes are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail 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.

20. Severability

20.1 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.

21. Waiver

21.1 Nothing in this AGREEMENT affects any statutory rights of consumers that cannot be waived or limited by contract.

21.2 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement and no waiver shall be effective unless made in writing.

22. Disputes & Law

22.1 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.

22.2 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.

- 22.3 Both parties agree to the application of the laws of England 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 England.

23. Entire Agreement

- 23.1 This AGREEMENT together with the SCHEDULE(s) supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein.
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 and any SCHEDULE(s) that reference this AGREEMENT, the terms and conditions of the AGREEMENT shall prevail over the terms and conditions of any SCHEDULE. 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.
- 23.2 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.

24. Rights of Third Parties

- 24.1 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 12.1 above for bodily injury (including death) or damage to real or tangible personal property for which SPSS is legally liable to that third party.

This AGREEMENT is the complete agreement regarding LICENSEE's acquisition of SOFTWARE, DOCUMENTATION, and any related MAINTENANCE, 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 11 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. Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud. 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, and MAINTENANCE orders under this AGREEMENT are subject to it.