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If you do not agree to the terms of this agreement, sign and print your name above the "I Do Not Agree" box at the bottom of this agreement and return the software to the Vendor.

DESCRIPTION OF SOFTWARE

ModelVision is an interactive geophysical modelling package for the display, analysis, simulation and inversion of magnetic and gravity data.

TERMS OF ModelVision LICENCE AGREEMENT

1. COMMENCEMENT

This Agreement comes into existence as soon as you install the ModelVision Software.

2. PARTIES TO THE LICENCE AGREEMENT

The persons or organisations governed by this Licence Agreement are Tensor Research of 9B, 22 Ross St, Wollstonecraft NSW 2065 Australia ("We" or "Us") and the person or organization ("You") who placed the order with Us.

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- g) Must abide by all instructions and directions from Us relating to the procedure required to transfer the Software Product, including the complete erasure of all copies of computer programs, example datasets and documentation residing on computer equipment.

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- a) Evaluation copies of the Software Product may only be used for evaluation purposes with the supplied demonstration data or in a restricted mode with alternative data.
- b) Educational versions of the Software Product may only be used for teaching or non-commercial research purposes.
- c) You must not allow the Software Product to be installed without undertaking the Software Licensing procedure provided by Us (refer to Installing ModelVision in software documentation).
- d) You must not allow the Software Product to be modified or duplicated so as to permit an un-protected copy of the Software Product to be made.
- e) Network copies of the Software Product may only be used for the period and computer equipment so licensed by Us.
- f) Use of any part of the Software Product may be terminated at any time by Us if We are required to do so by a judgement of any competent court for copyright infringement or breach of licence.

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7. DISCLAIMER OF WARRANTY AND LIMITATION OF REMEDIES

You understand and agree as follows:

- a) To the fullest extent permissible at law, the warranties in this Licence replace all other warranties, expressed or implied, including the implied warranties of merchantability or fitness for a particular purpose and We disclaim and exclude all other warranties other than those which are implied into this Licence by the Trade Practices Act or any other law. In no event will We have liability for any special, incidental or consequential damages, including lost profits, even if We have knowledge of the potential loss or damage;
- b) You acknowledge that You have satisfied yourself as to the type of software You require and the applicability of this Software Product for any purpose to which You intend to put it. We have made no representation as to whether this Software Product is the type required by You nor are We aware of the purpose to which You intend to put the Software Product;
- c) We will not be liable for any loss or damage caused by delay in furnishing a Software Product or any other performance under this Licence;
- d) To the fullest extent permissible at law, our entire liability and your exclusive remedies for liability of any kind (including liability for negligence) for the Software Product covered by this Licence and all other performance or non-performance by Us under or related to this Licence are limited to the remedies specified by this Licence;

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8. STANDARD SUPPORT AND UPDATES SUBSCRIPTION

If you have taken the Standard Support and Updates Subscription, then it entitles You to receive all software updates for one year, and then updates will continue to be provided on payment of an annual Standard Support and Upgrades Subscription fee applicable at the time. If the Standard Support and Update Subscription is not taken, then no updates will be provided. [The remainder of this clause only applies if you have taken the Standard Support and Updates Subscription]. Communication between Us and You is in English for purposes of Standard Support. You are entitled to receive Standard Support for the period of any current subscription or renewal as follows:

- a) Support for installation queries within the first thirty days, via WWW, email or telephone.
- b) Support via WWW, email and phone for software problems, not including applications specific support or training.
- c) A response to a support contact will be provided within two business days and may consist of an answer to a support query, an estimate of how long it will take to answer the query, a request for additional information if needed or an explanation of why the query cannot be answered and suggestions on where further information or an answer can be obtained.
- d) A high priority response to support requests can be provided to You directly by telephone within one business day upon payment of Premium Support and Updates Subscription fee (details available upon request).

9. TERMINATION

This Licence is effective until terminated. You may terminate this Licence at any time by notifying Us in writing and returning the Software Security Key to Us. This Licence may also be terminated if You do not comply with any of the terms or conditions of this Licence. We may terminate this Licence if there is an appointment of any type of insolvency administrator to your affairs or any merger or takeover with or by You. Upon termination of this Licence, the Software Product must be destroyed, including all computer programs and documentation, all licence codes and any copies residing on computer equipment must be erased and You agree to do this. Upon the passing of the date shown in your Licence Agreement, the Standard Support and Updates Subscription expires, You are no longer entitled to any Standard Support and updates but the remainder of the provisions of this Licence remain in force.

Similarly, if no Standard Support and Updates Subscription is taken, then the remainder of the provisions of this Licence still apply.

10. GOVERNING LAW

This instrument and the rights and obligations of the parties to it must be construed in accordance with and governed by the laws of the State of New South Wales, Australia and the parties submit to the jurisdiction of the courts of that State.

I AGREE TO TERMS

I DO NOT AGREE

Name:

Name:

Signature:

Signature: