



**ADVANCED
NAVIGATION**

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Kinematica End User License Agreement (EULA)

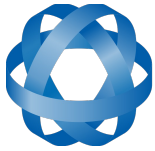
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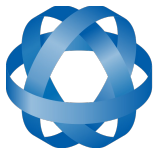
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- 5.4 Lost licenses: You are responsible to ensure that your licenses are properly tracked and maintained. Advanced Navigation is not responsible for any lost licenses due to lost, stolen or damaged computers, or in cases where the license cannot be repaired.

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Advanced Navigation shall have the right, during your normal business hours, to audit your use of the SOFTWARE PRODUCT and your compliance with the provisions of this EULA. Advanced Navigation will provide you with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Advanced Navigation’s personnel will sign a reasonable non-disclosure agreement provided by you. During the audit, you shall allow Advanced Navigation’s personnel to be provided reasonable access to both your records and personnel. The cost of the audit shall be paid by Advanced Navigation.

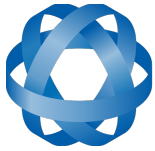


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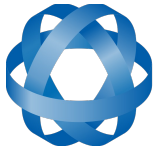
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9 Restrictions

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- 9.2 Where there is any doubt, uncertainty or suspicion of possible impropriety with respect to any law surrounding any proposed transaction, the transaction will be forfeited without question. Australian laws restrict the export or re-export of SOFTWARE PRODUCT to certain people, countries, and end users. You agree to comply with these laws and will not sell, or otherwise provide SOFTWARE PRODUCT to anyone regardless of location in violation of these export restrictions. You agree to comply with all export laws, rules and regulations of Australia and its respective foreign export compliance agencies or authorities, and not to export or re-export the SOFTWARE PRODUCT in violation of any such laws, rules or regulations, or without all necessary authorizations. You have the obligation to obtain and bear all expenses relating to any necessary End-User License Agreement ("EULA") licenses and/or exemptions with respect to its export of the SOFTWARE PRODUCT from your country. Any breach of the obligations or representations set forth in this Section shall be deemed to be a material breach of this EULA, entitling Advanced Navigation to terminate this EULA without notice and seek such remedies as may be appropriate in the circumstances.



10 General

- 10.1 **Entire Agreement:** This EULA constitutes the entire agreement between the parties hereto with regard to the subject matter of the SOFTWARE PRODUCT. This EULA supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of this EULA. Any future representations, promises and verbal agreements related to the SOFTWARE PRODUCT, including but not limited to features, future enhancements, functionality, or services covered by this EULA will be of no force or effect unless reduced in writing and made a part of this EULA. THIS EULA MAY NOT BE AMENDED OR MODIFIED UNLESS SO DONE IN WRITING SIGNED BY AUTHORIZED REPRESENTATIVE OF Advanced Navigation. THE PRE-PRINTED TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR ANY OTHER TERMS AND CONDITIONS OF A PURCHASE ORDER WHICH MAY CONFLICT IN ANY WAY WITH THE TERMS AND CONDITIONS OF THIS EULA SHALL BE VOID, EVEN IF ISSUED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS EULA, AND SHALL NOT BE DEEMED TO CONSTITUTE A CHANGE TO THIS EULA.
- 10.2 **Severability:** If a provision of this EULA is or becomes or is found by a court or other competent authority to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision will to that extent only be deemed not to form part of this EULA and the legality, validity and enforceability of the remainder of this EULA will not be affected or impaired. The parties will negotiate in good faith to replace any such illegal, invalid or unenforceable provision with a valid and enforceable provision which, as far as possible, has the same legal and commercial effect as that which it replaces.
- 10.3 **No Waiver:** No delay or failure on the part of any party in exercising a right, power or remedy provided by law or under this EULA will impair that right, power or remedy or operate as a waiver of it or any other rights and remedies. The single or partial exercise of any right, power or remedy provided by applicable mandatory law or under this EULA will not preclude any other or further exercise or the exercise of such rights, power or remedy.
- 10.4 **Governing Law and Venue:** This EULA shall be interpreted under the laws of the State of NSW, Australia. This EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In the event of a dispute arising out of or relating to this EULA, the parties agree that venue is proper, in that they will submit irrevocably to the exclusive jurisdiction of the courts of relevant jurisdiction in Sydney, NSW, Australia.



- 10.5 Notices: Any notice or other communication (“Notice”) required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.
- 10.6 Assignment: Neither Party shall assign any of its rights or delegate any of its obligations under this EULA without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that Advanced Navigation may assign its rights and obligations under this EULA without your consent to an entity which acquires all or substantially all of the assets of Advanced Navigation Pty Ltd or to any subsidiary, affiliate or successor in a merger or acquisition of Advanced Navigation Pty Ltd.