Dated the 21 day of May **2019**

SOFTWARE LICENCE AGREEMENT

BETWEEN

THE AUSTRALIAN NATIONAL UNIVERSITY

AND

NACIONAL FINANCIERA, S.N.C. AS TRUSTEE OF THE TRUST "FONDO PARA LA BIODIVERSIDAD"

SOFTWARE LICENCE AGREEMENT

BETWEEN: THE AUSTRALIAN NATIONAL UNIVERSITY, a body corporate established under the Australian National University Act 1991, situated at Acton in the Australian Capital Territory ("**Licensor**")

AND: NACIONAL FINANCIERA, S.N.C. AS TRUSTEE OF THE TRUST "FONDO PARA LA BIODIVERSIDAD" ("**Licensee**")

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2.7 **"Licensee"** means **NACIONAL FINANCIERA, S.N.C. AS TRUSTEE OF THE TRUST "FONDO PARA LA BIODIVERSIDAD"**

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4.3.3 create derivative software based on the Software.

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The Licensee agrees that it is responsible for the installation, management, operation and maintenance of the Software and for determining that the Software will meet its requirements and will operate as the Licensee demands.

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5.5 The Licensor shall not, in any event, be liable or responsible to the Licensee or any other person or entity for any direct, or indirect, incidental, special or consequential damages, loss or injury including but not limited to loss of business or profits or interruption of service.

5.6 The Licensor warrants that the Software does not use obsolete Fortran Time and Date Routines. The Standard Fortran 90 Date_and_Time Subroutine is only used in the Software to provide date and time for the log file.

6. Modification and/or update

6.1 The Software is subject to further development and improvement that may be undertaken by the Licensor.

6.2 The Licensor may notify the Licensee of any modification or update of the Software. Such modification or update shall be provided to the Licensee at such further fees as are determined at the time by the Licensor. Schedule 1 may be amended from time to time as and when modifications and updates pursuant to this clause take place.

6.3 Any modification or update shall, in the absence of any written agreement to the contrary be subject to the terms of this Agreement.

7. Term and Termination

7.1 This Agreement will commence on the Commencement Date and will be in effect until terminated.

7.2 Termination on Default
Either Party may terminate this Agreement if the other Party fails to comply with or observe any of the provisions of this Agreement, and where that failure is capable of remedy the other Party fails to remedy such failure within twenty (20) days of notice specifying the failure and requiring it to be remedied.

7.3 Automatic Termination
The licence shall terminate automatically forthwith upon completion of any change to the legal character, identity or constitution of the Licensee or the Licensee becoming insolvent or bankrupt as an entity.

8. Consequences of Termination

8.1 In the event of termination for any reason all rights of the Licensee granted under this Agreement will terminate and the Licensee must cease to use the Software in any manner whatsoever. The Licensee must deliver up to the Licensor all copies of the Software in the possession, custody or control of the Licensee.

9. Waiver

9.1 The failure by either Party to enforce at any time any provision of this Agreement shall not affect its right to later require complete performance of the other Party nor shall any waiver of a breach of a provision be taken or held to affect its rights in the event of any subsequent or additional breach of the same or any other provision.

10. Variation

10.1 The provisions of this Agreement shall not be varied except in writing agreed by the Licensee and the Licensor.

11. General

11.1 Law
This Agreement shall be governed by, and construed in accordance with the laws of the Australian Capital Territory.

11.2 The Parties acknowledge that the only relationship between them is that of Licensor and Licensee and that no agency, employment or partnership is created by this Agreement.

11.4 Severability
In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and in no way be affected, impaired or invalidated.

11.5 Headings

The headings of the provisions of this Agreement are provided for convenience only and shall not contribute to or affect the meaning or construction of the said provisions.

11.6 Disputes

11.6.1 A party to this agreement claiming that a dispute has arisen under this agreement shall give written notice to the other party designating as its representative in negotiations relating to the dispute a person with authority to negotiate on its behalf. The other party shall promptly, and in any event within 14 days, give notice in writing to the first party designating as its representative in negotiations relating to the dispute a person with similar authority.

11.6.2 If the dispute is not resolved within 30 days of the latter designation required by subclause (1) (or within such further period as the representatives may agree is appropriate) the representative shall seek to agree on a process for resolving the whole part of the dispute through means other than litigation or arbitration, (such as further negotiations, mediation, conciliation, independent expert determination or mini-trial).

11.6.3 If the parties have not agreed under sub-clause (2) on a dispute resolution process within 14 days (or such longer time as is agreed) or if the process agreed upon pursuant to sub-clause (2) failed to resolve the dispute, then any party which has complied with the provisions of subclauses (1) and (2) may in writing terminate the dispute resolution process provided for in these sub-clauses and may then refer to the dispute to arbitration in accordance with, and subject to, the Institute or Arbitrators Australia Rules for the Conduct of Commercial Arbitration. The decision of the arbitrator shall be final and binding on the parties.

Dated this 21 day of May 2019

Saul Cunningham
Director, Fenner School of Environment and Society
Australian National University
Signed for and on behalf of the Licensor

Ana Luisa Guzman y Lopez Figueroa
Secretaria Tecnica del Fondo para la Bioversidad
Signed for and on behalf of the Licensee

SCHEDULE 1

ANUSPLIN VERSION 4.4

The ANUSPLIN package contains FORTRAN programs for fitting surfaces to noisy data as functions of one or more independent variables. The package also contains programs for interrogating the fitted surfaces in both point and grid form. Procedures for calculating standard error surfaces are being developed.

PLATFORM

Windows 95, 98, XP, NT, Vista, Windows 7