CSIRO Binary Software Licence Agreement

CSIRO Binary Software Licence Agreement v1.0

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10. Resolving disputes

In any dispute arising out of or in connection with this agreement or the Software, you agree to first negotiate in good faith with CSIRO to resolve it. If the dispute is not resolved by those negotiations within 30 days, you will notify CSIRO before taking any court or other legal proceedings, and either party may refer the dispute to the Australian Commercial Dispute Centre Limited ('ACDC') for resolution by mediation in accordance with the ACDC Guidelines on Mediation. However, this does not limit CSIRO's rights under the agreement or prevent CSIRO from seeking any urgent interlocutory relief.

11. Entire agreement

All international conventions that might import contractual terms into this agreement are excluded, including the United Nations Convention on Contracts for the International Sale of Goods.

This agreement is to be read subject to any laws (to the extent they are applicable in the circumstances) that cannot be excluded, so that the agreement will as far as possible be valid and enforceable by CSIRO in the relevant circumstance.

12. The governing law

This agreement is governed by and construed in accordance with the laws of New South Wales, Australia and you agree to submit to the exclusive jurisdiction of the courts in that State.