



SPUR Start-up Value Added Reseller Agreement

Version: 141016
Agreement number: TBA

Between

Western Australia Land Information Authority (Landgate)

And

Customer Name (Licensee)

Prepared by: Commercial Insights, Landgate

TABLE OF CONTENTS

PARTIES	3
BACKGROUND	3
AGREED TERMS	3
1 Grant of Licence	3
2 Approved Purpose	3
3 End User Contract	3
4 Fees and Charges and GST	4
5 Accounts	4
6 Register	5
7 Insurance	5
8 Licensee’s Obligations	6
9 Security	7
10 Risk	7
11 Intellectual Property Rights	7
12 Confidentiality	8
13 Privacy	8
14 Suppression of Information	9
15 Acknowledgement of data limitations	9
16 Australian Consumer Law	9
17 Limitation of Liability	10
18 Release and Indemnity	10
19 Assignment	11
20 Sub-VAR	11
21 Audit and inspection	11
22 Variation	11
23 Suspension and Termination	12
24 Obligations when Agreement ends	13
25 Term	13
26 Force Majeure	13
27 Dispute Resolution	13
28 Notices	14
29 General Terms	14
30 Interpretation	15
31 Definitions	15
SCHEDULE 1 – General Details	18
SCHEDULE 2 – Fees and Charges	21
1 Definitions	21
2 Fees and Charges	21
3 Royalty Charge	22
4 Amendment to number of Location Information Products	22
SCHEDULE 3 - Special Conditions	23

1 SLIP Specific Conditions:23
2 SLIP Specific Support Conditions.....24
SIGNING PAGE.....26

SAMPLE

PARTIES

This Agreement is made on the date shown in **Item 1** between Landgate and the Licensee as specified in **Item 2**.

BACKGROUND

- A. Landgate has developed a location information hub known as SPUR to assist and support new start-up WA businesses and entrepreneurs in the initial phase of market entry only.
- B. The Licensee has applied to become a SPUR start-up Value Added Reseller (VAR) for the specified Location Information Products and has met the SPUR assessment criteria.
- C. Landgate owns the Intellectual Property Rights in the Location Information Products and has agreed to appoint the Licensee as a SPUR start-up VAR on the terms and conditions of this Agreement.
- D. Upon completion of this start-up arrangement, the Licensee may be offered a standard value added reseller arrangement with Landgate.

AGREED TERMS

1 Grant of Licence

- 1.1 Landgate grants to the Licensee a non-exclusive and non-transferable licence to access and use the Location Information Products for the Approved Purpose only, during the Term and in accordance with the terms and conditions, including the Special Conditions if applicable of this Agreement.
- 1.2 The Licensee may access and use up to 3 Location Information Products under this Agreement.

2 Approved Purpose

The Approved Purpose is as specified in **Item 11** of this Agreement.

3 End User Contract

- 3.1 The Licensee must:
 - (a) not allow any End User access to any Value Added Product unless they have first agreed to and are bound by the terms and conditions of the End User Contract;
 - (b) provide Landgate with copies of the End User Contract, including any subsequent variations, on request;
 - (c) reserve the right to terminate or amend the End User Contract from time to time to accord with any additional Landgate requirements; and
 - (d) take all steps necessary to enforce the End User Contract with any End User (including executing documents and legal proceedings if required).
- 3.2 The End User Contract must provide at a minimum that an End User:
 - (a) only use a Value Added Product for its personal or internal business purposes and must not sell, licence, hire, let, trade, expose for sale, or derive revenue from the Value Added Product or part thereof;
 - (b) not use the Value Added Product for the purposes of Direct Marketing, being any activity which makes it possible to offer goods or services or to transmit other messages to a third party aimed at informing or soliciting a response from the third party, as well as any service ancillary to the same;

- (c) acknowledges that the Value Added Product is derived from Landgate's location information by the following notification: '© Western Australian Land Information Authority (Landgate) (201__). Landgate owns all copyright in the location information which is protected by the Copyright Act 1968. Apart from any use as permitted under the fair dealing provisions of the Copyright Act 1968, all other rights are reserved and no location information, or part thereof, may be reproduced, distributed, commercialised or re-used for any other purpose without the prior written permission of Landgate.';
 - (d) acknowledges that the location information that the Value Added Product is derived from is provided by Landgate in good faith on an "as is" basis. While Landgate has made every effort to ensure the accuracy, reliability, completeness and suitability of the location information, Landgate does not give any guarantee or take any responsibility or accept any liability (including without limitation, liability in negligence) arising from or connected to any errors or omissions in the location information. Landgate accepts no responsibility and disclaims all liability for any losses, damages or costs as a result of the use or reliance on the location information. Reliance should only be placed on the original source documents such as the certificate of title and survey plan available from Landgate. It is strongly recommended that users exercise their own skill and care with respect to the use of the location information, and before relying on the location information, users should carefully consider its relevance to their purpose and obtain any professional advice appropriate to their particular circumstances;
 - (e) acknowledges that areas and dimensions shown in location information and Value Added Products may be approximate values only. Refer to official registered documents, survey plans, diagrams etc available from Landgate for accurate area, dimensions and other information;
 - (f) acknowledges that the location information that the *Value Added Product* is derived from may be subject to privacy legislation and contractual restriction on its publication. Landgate takes no responsibility for any breach of privacy legislation by any person in relation to the location information.
- 3.3 The statements contained in **clauses 3.2(d) and 3.2(e)** must be displayed in a text box on Value Added Products and not be any less prominent than the text of any other accompanying disclaimers or copyright notices.

4 Fees and Charges and GST

- 4.1 The Licensee must pay Landgate the Fees and Charges specified in 2.
- 4.2 All taxes, duties and charges arising out of or incidental to this Agreement will be the responsibility of and payable by the Licensee.
- 4.3 If payment to Landgate of any Fees and Charges is overdue the Licensee must pay to Landgate interest on any overdue amount at a rate equal to 2% above the applicable base lending rate of Landgate's Bank, as determined by Landgate and calculated on a daily and cumulative basis from the payment due date until the date of payment in full.
- 4.4 All payments to be made by the Licensee are calculated without regard to GST, unless stated otherwise. The Licensee must pay Landgate (at the same time and in the same manner as the Licensee is obliged to pay for the supply) the amount of any GST which Landgate pays or is liable to pay on a supply (as that term is defined in the GST Act), in addition to the consideration payable for that supply.
- 4.5 Where GST is payable, Landgate will provide to the Licensee an invoice in the format and form required by the GST Act.
- 4.6 The parties confirm they are registered under the GST Act as at the date of this Agreement and will notify the other party if it ceases to be registered.
- 4.7 This clause survives termination of the Agreement.

5 Accounts

The Licensee must, in addition to any requirements outlined in **Schedule 2**:

- (a) keep full, proper and up-to-date books of account and records that record all revenue received by the Licensee (Accounts);
- (b) retain such Accounts for a period of 7 years after the Termination Date;
- (c) allow any person authorised by Landgate to have access to those Accounts and take copies as required;
- (d) supply Landgate with those Accounts and related information arising from this Agreement, on request and in the form nominated by Landgate, for a period of up to 7 years after the Termination Date; and
- (e) observe, perform and comply with the reasonable requirements of Landgate and the accounting and security standards and requirements of the Commissioner of Taxation.

6 Register

The Licensee must:

- (a) keep a register from the Commencement Date and for a 5 year period after termination of this Agreement containing the details specified in **Item 9**.
- (b) provide the register to Landgate for inspection and audit within 7 days if requested by Landgate; and
- (c) vary the details captured as part of the register within 30 days of written notice, if reasonably required by Landgate and provided the detail is reasonably available.

7 Insurance

- 7.1 The Licensee must effect and maintain, at its sole expense, valid and enforceable insurance with an Australian Prudential Regulation Authority approved insurer carrying on business in Australia for the Term covering:
 - (a) product and public liability insurance for the minimum amount per claim specified in **Item 10(a)**; and
 - (b) professional indemnity insurance covering a Licensee's liability arising out of any act, neglect, error or omission made or done by or on behalf of the Licensee in connection with this Agreement for the minimum amount per claim specified in **Item 10(b)**.
- 7.2 On request by Landgate, the Licensee must verify that the Licensee has the insurance required under this Agreement by providing a certificate of currency.
- 7.3 Any insurance policy must be in a form that does not allow the insurer to exercise rights of subrogation against Landgate.
- 7.4 The Licensee must notify Landgate immediately of any cancellation or non-renewal of any insurance policies in connection with this Agreement.
- 7.5 Where Landgate reasonably considers that additional insurance or increased limits to existing insurance may be necessary, the Licensee must obtain such additional insurance or increase its limits as required, within 60 days of written notice or as agreed with Landgate.
- 7.6 The Licensee must effect and maintain, at its own expense, a special professional indemnity policy covering a run off period for a minimum of 7 years (continuing) in the event of:
 - (a) cessation of the Licensee's business;
 - (b) termination of this Agreement resulting from the Licensee ceasing to operate, becoming insolvent or a receiver/manager, trustee in bankruptcy, administrator or similar officer being appointed to take charge of all or part of the Licensee's property; and

- (c) a petition being presented for the winding up or dissolution of the Licensee, or the Licensee terminating this Agreement.

8 Licensee's Obligations

8.1 The Licensee must:

- (a) comply throughout the Term with all warranties and representations made in respect of the SPUR assessment criteria;
- (b) set-up and maintain an access account, as if Landgate were an End User, and provide Landgate access to its product suite utilising the Location Information Product, free of charge, for the purpose of verifying use and compliance by the Licensee with this Agreement;
- (c) not avoid or undermine the Fees and Charges, in particular the fee model as set out in **Schedule 2**.
- (d) notify Landgate within 14 days:
 - (i) of any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to this Agreement or the performance of this Agreement by the Licensee;
 - (ii) of and provide all information in its possession or under its control in respect of any infringement of Landgate's Intellectual Property Rights or any breach of this Agreement, including if caused by an employee, contractor, Consultant or Related Body of the Licensee;
 - (iii) in writing of any actions, suits, claims, demands, proceedings or charges brought or threatened against the Licensee or Landgate in respect of or relating to this Agreement or any Location Information Product; and
 - (iv) of any proposed change in the Licensee's corporate structure, control or ownership, a material change to the management, or the creation of a Related Body, particularly if the proposal may impact on the Fees and Charges;
- (e) ensure that no alteration is made that diminishes the integrity or accuracy of any Location Information Product;
- (f) ensure that any notices relating to Intellectual Property Rights appearing in or on the Location Information Product or literature relating to them, are not altered or removed;
- (g) provide all reasonable assistance in any action taken or proposed to be taken by Landgate in enforcing its rights under this Agreement or in respect of its Intellectual Property Rights;
- (h) not demean, defame or otherwise denigrate Landgate in connection with this Agreement;
- (i) act ethically and in good faith at all times towards Landgate and provide assistance and co-operation as practicable, on request by Landgate;
- (j) at its own cost, comply with all laws, regulations, restrictions and conditions imposed by any legislation with respect to the use of, access to, storage of or dealing with the Location Information Product and Value Added Product including but not limited to privacy legislation;
- (k) comply with all State and Commonwealth laws relevant to this Agreement.

8.2 During the Term the Licensee may securely store in Australia copies of the Location Information Product as it reasonably requires for backup purposes, provided that all copies retain Landgate's proprietary notice and are secured so no unauthorised access occurs.

8.3 The Licensee must not itself or permit any other person to distribute, supply, sell,

transmit, licence, hire, let, trade or expose for sale any Location Information Product, or part thereof, other than as expressly provided for in this Agreement.

- 8.4 The Licensee must not otherwise provide the Location Information Product to any third party or Related Body unless approved by this Agreement.

9 Security

9.1 The Licensee must:

- (a) effect and maintain appropriate levels of security and take all reasonable steps that a prudent operator in a similar situation would take to prevent misuse, unauthorised access, unauthorised downloading, damage and interference to the Location Information Products and Value Added Products, including by:
 - (i) managing access to any Location Information Products and Value Added Products by granting, revoking and routinely auditing access accounts; and
 - (ii) entering, processing and storing any Location Information Products and Value Added Products in a secure environment in Australia, protected from external breach and in a manner that protects their value and prevents them from being accessed, altered or released without permission;
- (b) grant access to systems that store the Location Information Products and Value Added Products, only after its employees and/or consultants are made personally aware of and agree to comply with the security obligations contained in this Agreement; and
- (c) immediately notify Landgate of any activity that may or does breach the security measures set out in this Agreement.

9.2 Landgate reserves the right to periodically test security of the Licensee's systems to ensure compliance with this clause to Landgate's reasonable satisfaction.

10 Risk

10.1 Risk (but not title) in the Location Information Product delivered to the Licensee, and in the media or software on which it is delivered and stored, passes to the Licensee on delivery.

10.2 The Licensee acknowledges and agrees that:

- (a) it uses the Location Information Product at its own risk;
- (b) to the extent permitted by law, Landgate will not be liable for any loss or damage occasioned to the Licensee by provision of the Location Information Product under this Agreement or use by the Licensee; and
- (c) to the extent permitted by law, Landgate is released from any claim for any such loss or damage,

except to the extent that any loss, claim or damage under this **clause 10(b) and (c)** arises from or in connection with:

- (d) any breach of this Agreement by Landgate; and
- (e) any fraudulent or unlawful act or omission by Landgate or Landgate's third party service providers.

11 Intellectual Property Rights

11.1 The Licensee only acquires the right to use the Location Information Product in accordance with this Agreement during the Term. The Licensee does not acquire any rights of ownership in the Location Information Product.

11.2 Ownership of all Intellectual Property Rights over and in respect of the Location Information Product will at all times remain with Landgate unless otherwise identified (eg third party computer program copyright owner).

- 11.3 Landgate retains the right to licence, distribute, market, sell and provide the Location Information Product to any other person on such terms and conditions as Landgate deems fit.
- 11.4 Landgate represents and warrants to the Licensee that Landgate holds all Intellectual Property Rights necessary to grant this licence and any rights contained within this Agreement.
- 11.5 The Licensee must promptly report to Landgate any known or suspected infringement of Landgate's Intellectual Property Rights over or in respect of the Location Information Product.
- 11.6 The Licensee must ensure that, unless otherwise specified in this Agreement:
- (a) all reproductions and adaptations of the Location Information Products, however altered, reformatted or redisplayed, display the following proprietary notice:
"© Western Australian Land Information Authority (Landgate) (201__)"
 - (b) all Value Added Products created and distributed by the Licensee display the following notice:
"Based on information provided by and with the permission of the Western Australian Land Information Authority (Landgate) (201__)".

12 Confidentiality

- 12.1 The parties must not disclose Confidential Information except as permitted by this Agreement.
- 12.2 Neither party may use or make available in any form to any third party the other party's Confidential Information, unless in accordance with this Agreement.
- 12.3 Each party must hold the other party's Confidential Information secure and in confidence, except for such Confidential Information which the disclosing party can demonstrate:
- (a) is required to be disclosed according to the requirements of any law, stock exchange, judicial body or government agency;
 - (b) is or has generally become available to the public without breach of this Agreement;
 - (c) was approved for release in writing by the other party, but only to the extent of and subject to such conditions as may be imposed in such written authorisation;
 - (d) is required to be disclosed to a Western Australian government Minister, the Western Australian Parliament or any committee or sub-committee of the Western Australian Parliament; and
 - (e) was in the receiving party's possession prior to disclosure to it by the other party.
- 12.4 This clause will survive termination of this Agreement.

13 Privacy

- 13.1 In respect of the Location Information Product and Value Added Product, the Licensee agrees to:
- (a) comply with the requirements of any applicable privacy legislation, particularly in relation to its handling of personal information, as defined in the same, including the collection, use, disclosure and security of such information; and
 - (b) comply with any reasonable direction relating to privacy given by Landgate, including Landgate's own privacy policies and procedures.
- 13.2 The Licensee must not use any Location Information Product or Value Added Product for the purposes of Direct Marketing nor release it to any third party where that party proposes to use it for the purposes of Direct Marketing, or the Licensee suspects that this may occur.
- 13.3 The Licensee will provide any assistance requested by Landgate in relation to an investigation of an allegation of misuse of any Location Information Product or Value

Added Product.

13.4 This clause will survive termination of this Agreement.

14 Suppression of Information

- 14.1 Landgate may at any time give the Licensee an Information Suppression Notice.
- 14.2 An Information Suppression Notice must be in writing, advise of the information that must be suppressed and the Location Information Product to be deleted or amended.
- 14.3 If the Licensee is able to search the Licensee's system by a person's name, then within 5 days of receiving an Information Suppression Notice, the Licensee must delete or amend any Location Information Products or Value Added Products containing the suppressed information, which are in the Licensee's possession or under its control, including any Location Information Products or Value Added Products stored for backup purposes.
- 14.4 On receipt of an Information Suppression Notice, the Licensee must, within 7 days, take all reasonable steps to ensure that any End User or Consultant does not also have ongoing access to any Location Information Products or Value Added Products containing information that is suppressed.

15 Acknowledgement of data limitations

- 15.1 The Licensee acknowledges that the Location Information Product:
- (a) is provided by Landgate in good faith on an "as is" basis and the Licensee should not act on the basis of anything contained in the Location Information Product without first obtaining specific professional advice;
 - (b) has been acquired and/or compiled from various data sources and is recorded and stored at different levels of reliability and may become erroneous over time;
 - (c) has not been prepared to meet the requirements of the Licensee or of any other person and it is the sole responsibility of the Licensee to ensure that the Location Information Product meets its own individual requirements; and
 - (d) may be altered, corrected or have its format, nature and content amended by Landgate from time to time, with any alteration or amendment forming part of the Location Information Product immediately on provision.
- 15.2 The Licensee acknowledges that:
- (a) it is fully responsible for obtaining, and for the consequence of using, any hardware, computer program, system or any other thing necessary to make use of the Location Information Product;
 - (b) Landgate gives no assurances or guarantee of the volume or quantum of any sales that the Licensee may receive and it is the Licensee's sole responsibility for making its own assessment of the potential market; and
 - (c) Landgate does not represent or warrant to the Licensee that:
 - (i) the Location Information Product is accurate, complete, up-to-date, error free or virus free;
 - (ii) the supply of the Location Information Product will be uninterrupted;
 - (iii) the Location Information Product will provide any function not designated in any Location Information Product definition; and
 - (iv) the Location Information Product will be capable of being processed on any equipment or system of the Licensee.

16 Australian Consumer Law

- 16.1 To the fullest extent permitted by law, and except where consumer guarantees imposed by Division 1 of Part 3-2 of the Australian Consumer Law are applicable, no warranty, condition, undertaking or term (whether express or implied) as to the condition, quality, reliability, accuracy or completeness, performance, merchantability

or fitness for purpose of the Location Information Product is given or assumed by Landgate.

- 16.2 Pursuant to section 64A of the Australian Consumer Law, this **clause 16.2** applies in respect of any of the goods or services supplied under this Agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption. To the extent permitted by law, Landgate's liability for failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law, other than a guarantee under section 51, 52 or 53 of the Australian Consumer Law, is hereby limited to:
- (a) in the case of goods, at Landgate's option, any one or more of the following:
 - (i) the replacement of the goods or the supply of an equivalent product;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring an equivalent product; or
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services, at Landgate's option;
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- 16.3 This **clause 16.3** applies where any act, statute, rule or regulation (other than Division 1 of Part 3-2 of the Australian Consumer Law and regulations made in relation thereto) ("**other law**") implies in this Agreement any term, condition, warranty, right or obligation ("**implied term**"), and the other law avoids or prohibits a provision in a contract excluding or modifying the application of, exercise of or liability under such implied term. To the extent permitted by law, the liability of Landgate for any breach by it of such implied term is limited, at Landgate's option, to any one or more of the remedies referred to in **clauses 16.2(a)** or **16.2(b)** above.
- 16.4 This clause will survive termination of this Agreement.

17 Limitation of Liability

- 17.1 To the fullest extent permitted by law and this Agreement, Landgate will not be subject to any liability (contractual, tortious (including negligence) or otherwise) to the Licensee or anyone else for any loss or damage (including consequential loss or damage), however caused which may be directly or indirectly suffered in connection with this Agreement, including from the use of, reliance on, or any error with the Location Information Product.
- 17.2 To the extent liability cannot be excluded, the total liability of Landgate to the Licensee for all claims, in aggregate, is limited to the amount paid or payable by the Licensee to Landgate during the Term.
- 17.3 This clause will survive the termination of this Agreement.

18 Release and Indemnity

- 18.1 To the fullest extent permitted by law and this Agreement, the Licensee irrevocably releases Landgate from any claim that the Licensee may have against Landgate in connection with this Agreement.
- 18.2 To the fullest extent permitted by law and this Agreement, the Licensee must indemnify and keep indemnified, hold harmless and defend Landgate in respect of all claims, demands, actions, suits and damages for loss, damage or injury, including indirect or consequential loss, arising from:
- (a) the Licensee's or any third party's use or reliance on the Location Information Product whom the Licensee provided access, either deliberately or inadvertently, whether or not any such reliance is notified to Landgate;
 - (b) any unlawful, negligent (act or omission), tort or wilful misconduct of the Licensee, the Licensee's Consultant or Licensee's End Users arising in relation to this Agreement;

- (c) any breach of this Agreement by the Licensee or Licensee's Consultant;
- (d) any breach of Landgate's Intellectual Property Rights or privacy legislation by the Licensee or any third party to whom the Licensee provided access, either deliberately or inadvertently, to any Location Information Product;
- (e) the Licensee's modification, combination, operation or use of the Location Information Product with computer programs or data not provided by Landgate, including as provided in any Value Added Product;
- (f) any legal costs, charges and expenses arising from this **clause 18.2**.

18.3 This clause will survive termination of this Agreement.

19 Assignment

- 19.1 The Licensee must not assign, transfer, sub-licence or otherwise deal with its rights, benefits or obligations under this Agreement, unless it has first obtained the written consent of Landgate which may be withheld in its absolute discretion.
- 19.2 If the Licensee is an entity (other than a public company as defined in the *Corporations Act 2001 (Cth)*), the Licensee is deemed to have assigned this Agreement if:
- (a) anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Licensee (or an entity that controls the Licensee) to another person; or
 - (b) there is any change in control of the Licensee within the meaning of the *Corporations Act 2001 (Cth)*.

20 Sub-VAR

- 20.1 The Licensee must not appoint a Sub-VAR while a SPUR start-up VAR.

21 Audit and inspection

- 21.1 Landgate, or any person authorised by Landgate, may:
- (a) at any time monitor the Licensee's use of the Location Information Products or Value Added Products without notice to the Licensee;
 - (b) require the Licensee to provide reasonable information or assistance within 7 days from the date of any notice to determine the Licensee's compliance with this Agreement; and
 - (c) subject to the provision of 14 days prior written notice, audit the Licensee for the sole purpose of examining the Licensee's compliance with the Agreement (including security, financial records etc) in accordance with Australian auditing or other relevant standards, including, if required, by entering the Licensee's premises during standard business hours, inspecting any facilities, records, accounts, hardware and software that store or use the Location Information Product and Value Added Product to verify compliance with this Agreement and that the use of the Location Information Products is as authorised.
- 21.2 If an audit or inspection reveals the Licensee, or any use of the Location Information Product or Value Added Product, is not compliant with this Agreement, Landgate may take action, including the immediate suspension or termination of this Agreement, and require the Licensee to remedy the lack of compliance, including by paying Landgate any Fees and Charges that should have been paid and interest thereon as if an overdue payment in accordance with **clause 4.3**.

22 Variation

- 22.1 Subject to this clause, this Agreement may only be varied by agreement in writing signed by both parties.
- 22.2 The Licensee acknowledges that this Agreement is subject to Government Policy and Landgate has the right to unilaterally vary this Agreement on written notice to the

Licensee in the event of a change in Government Policy that may require a change to the terms and conditions of this Agreement.

- 22.3 In the event of a change in Government Policy, the Licensee will be provided with reasonable time to review and implement any changes required where possible, with the extent of reasonable time varying from 14 to 60 days, depending on the immediacy required and substantiality of any change.
- 22.4 The parties acknowledge that if the variation notified to the Licensee as a result of a change in Government Policy prevents the Licensee from using the Location Information Product in the manner authorised under this Agreement, the Licensee has the right to terminate this Agreement by written notice to Landgate.

23 Suspension and Termination

- 23.1 A party may terminate this Agreement by giving the other party at least 60 days' written notice of termination.
- 23.2 Landgate may, in its absolute discretion, immediately suspend access to the Location Information Products or terminate this Agreement immediately by written notice to the Licensee if:
- (a) the Licensee commits a breach of any term of this Agreement and has not remedied the breach to the reasonable satisfaction of Landgate within 14 days of notification;
 - (b) the Licensee fails to follow, meet or comply with any warranties and representations made in respect of the SPUR assessment criteria;
 - (c) the Licensee fails to comply with a change to this Agreement as a result of a change to Government Policy within the timeframe specified in **clause 22**;
 - (d) the continued provision of the Location Information Product will result in a breach of Government Policy or any ruling or decision of a court, tribunal or other statutory body;
 - (e) the Licensee ceases or threatens to cease conducting its business in the normal manner or otherwise provides or uses the Location Information Product in a manner that avoids or undermines this Agreement generally or the charges model set out in **Schedule 2**;
 - (f) the Licensee's corporate structure, control or ownership changes, or a material change occurs to the management, or the Licensee becomes part of a consortium or group arrangement;
 - (g) the Licensee or a Related Body acquires, directly or indirectly, an interest in a another licensee, former Sub-VAR or former licensee of Landgate;
 - (h) the Licensee is wound up, becomes insolvent or has a liquidator, provisional liquidator, administrator, receiver, manager or receiver and manager appointed;
 - (i) the Licensee fails to comply with **clauses 2, 3, 9, 12, 13 or 14**.
- 23.3 Landgate may, in addition to any other remedy provided by this Agreement or at law:
- (a) suspend its obligations to the Licensee if Landgate would otherwise be entitled to terminate this Agreement;
 - (b) charge and recover from the Licensee all costs reasonably incurred by Landgate in relation to the enforcement and/or collection of any overdue amounts; and
 - (c) perform on behalf of the Licensee any obligations that the Licensee should have done or is required to do under this Agreement.
- 23.4 The Licensee may, in its absolute discretion, terminate this Agreement immediately by written notice to Landgate if:
- (a) Landgate commits a material breach of this Agreement and does not remedy the breach to the reasonable satisfaction of the Licensee within 14 days of notification; or
 - (b) Landgate:

- (i) ceases or takes steps to cease conducting its business in the normal manner; or
- (ii) is wound up, becomes insolvent or has a liquidator, provisional liquidator, administrator, or receiver appointed.

24 Obligations when Agreement ends

- 24.1 Termination or expiration of this Agreement will not affect any accrued rights or liabilities of any party, including rights to injunctive relief or any liability to account for profits from any breach of this Agreement.
- 24.2 On the termination or expiration of this Agreement, the Licensee must:
- (a) immediately pay Landgate all Fees and Charges that are owing;
 - (b) immediately cease to use all Location Information Products including as contained in whole or in part in any Value Added Products;
 - (c) delete and expunge, or arrange for the deletion of, any Location Information Products obtained from Landgate, including all copies of any Location Information Products able to be disaggregated from its systems and records (in whatever form or medium held);
 - (d) return to Landgate, or delete and expunge, all of Landgate's Confidential Information and Intellectual Property;
 - (e) provide Landgate with written notice within 30 days of expiration or termination certifying that **clauses 24.2(b) to (d)** have been complied with;
 - (f) maintain the security and confidentiality of all of Landgate's Confidential Information;
 - (g) co-operate with Landgate in every other respect, as it may reasonably require, to minimise any loss, damage or inconvenience to Landgate and customers resulting from the expiration or termination of this Agreement; and
 - (h) permit Landgate or any person authorised by Landgate to inspect and audit the Licensee to ensure compliance with this clause.
- 24.3 This clause will survive termination of this Agreement.

25 Term

This Agreement is for the Term subject to earlier termination under **clause 23**. This Agreement may not be extended or renewed and it will cease operating on expiry of the Term or earlier termination subject to clauses that are expressed to survive termination.

26 Force Majeure

- 26.1 A party to this Agreement will not be liable for failure or delay in performance of its obligations under this Agreement to the extent caused by a Force Majeure Event, provided each party notifies the other as soon as they believe a Force Majeure Event has occurred.
- 26.2 If a failure or delay of performance due to a Force Majeure Event exceeds 60 days and renders performance of this Agreement impossible, either party may by notice to the other party, terminate this Agreement by notice in writing.
- 26.3 If this Agreement is terminated due to a Force Majeure Event, the obligations in **clause 24** remain as applicable in the circumstances of the Force Majeure Event.

27 Dispute Resolution

- 27.1 Before resorting to external dispute resolution mechanisms, the parties must attempt to settle by negotiation in good faith any dispute in relation to this Agreement and where practicable, each party will refer the matter to personnel who have authority to intervene and direct some form of resolution.

- 27.2 Either party may give the other party formal notice in writing of a dispute and if the dispute is not settled within 10 Business Days, it must be submitted to the dispute resolution process described in this clause.
- 27.3 It is agreed by both parties that the dispute resolution process will first consist of mediation.
- 27.4 In the absence of agreement, the mediation shall be conducted by a single mediator who is to be appointed by the *President of the Law Society of Western Australia* within 10 Business Days of request for appointment by one party to the other.
- 27.5 During the mediation to be held in Perth:
- (a) the parties may not be represented by legal practitioners;
 - (b) the mediator shall determine the process for mediation; and
 - (c) the costs of the mediation shall be shared equally by the parties.
- 27.6 If the dispute remains unresolved after 30 days, either party may then have recourse to the courts.

28 Notices

Any notice given under this Agreement must:

- (a) be in writing and signed by a person duly authorised by the sender;
- (b) be addressed to the intended recipient at the address or email address specified in **Item 2**, or the address or email address last notified by the intended recipient to the sender; and
- (c) be given and will be taken to have been given or made:
 - (i) for delivery in person, when delivered;
 - (ii) for posting, 3 Business Days after posting (or 7 Business Days if to or from a place outside Australia); and
 - (iii) for e-mail, when the email enters the recipient's e-mail server and appears in the recipient's inbox.

29 General Terms

- 29.1 The Licensee must do all things and sign all documents necessary to give effect to the provisions of this Agreement.
- 29.2 If there is any inconsistency between this Agreement and the Schedule to this Agreement, the Schedule prevails to the extent of that inconsistency.
- 29.3 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or representations, written or oral.
- 29.4 Waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
- 29.5 A party may exercise any right at its discretion, and separately or concurrently with any other right. A single or partial exercise of a right by a party does not prevent a further exercise of that right or any other right. Failure by a party to exercise, or any delay in exercising, a right does not prevent its exercise.
- 29.6 The rights provided in this Agreement are cumulative with and not exclusive of the rights provided by law or available in equity independently of this Agreement.
- 29.7 The Licensee is not by virtue of this Agreement a partner, joint venturer, employee or agent of Landgate, nor does the Licensee have any power or authority to bind or represent Landgate, or represent itself as such.
- 29.8 If any provision of this Agreement becomes invalid, illegal or unenforceable for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted or the provision shall be read down to the extent reasonable to make it valid and enforceable, at Landgate's election.
- 29.9 No decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it, will be deemed to have been made by Landgate, unless in writing.

29.10 This Agreement is governed by the law of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

30 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) item numbers refer to those in **Schedule 1**;
- (b) words in the singular include the plural and vice versa;
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) headings and bold print are for reference only and do not affect interpretation;
- (e) if any form of the word 'include' is used, it is to be read as if followed by the words 'without limitation';
- (f) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (g) where a party to this Agreement is more than one person, they are jointly and severally liable under the terms of this Agreement;
- (h) where time is to be calculated by reference to a day or event, that day or event is included;
- (i) any Schedule, Attachment or document entered into pursuant to this Agreement whether executed at the time of entering into this Agreement or later, is incorporated into and forms part of this Agreement;
- (j) a reference to:
 - (i) a person includes a company, partnership, joint venture, unincorporated body, corporation, government body or statutory authority, or body corporate;
 - (ii) a person includes the person's legal personal representatives, executors, administrators, successors and permitted assigns;
 - (iii) a party includes that party's officers, employees, contractors, agents, invitees and board members;
 - (iv) a party which is a trustee is bound both personally and in its capacity as a trustee.
 - (v) a statute, ordinance, code or other law includes regulations, by-laws and rules and any successive statutory instrument as modified or replaced;
 - (vi) any agreement or document is a reference to that agreement or document as amended, supplemented or replaced from time to time;
 - (vii) a currency, including dollars or \$ is to the Australian currency, unless otherwise stated;
 - (viii) a right includes a benefit, remedy, discretion or power;
 - (ix) time is to Western Standard Time, Perth, Western Australia.

31 Definitions

The following words and expressions are capitalised in this Agreement and have meanings assigned to them as shown below, except where the context implies otherwise:

Agreement means this document and includes any Schedule, Attachment or other document incorporated by reference into this document.

Approved Purpose means the purpose specified in **clause 2 and Item 11**.

Business Day means any day other than a Saturday, Sunday or public holiday in Western Australia.

Commencement Date means the date this Agreement takes effect, as specified in **Item 4**.

Confidential Information means information that:

- (a) by its nature is confidential and in relation to a party, includes all trade secrets, ideas, know-how, concepts and information whether in writing or otherwise relating in any way to that party, its agents and employees, its affairs or businesses, the terms of this Agreement and including any such information in the party's power, possession or control concerning or belonging to any third party;
- (b) a party knows or reasonably ought to know is confidential and includes:
 - (i) information comprised in or relating to any Intellectual Property Rights of the other party;
 - (ii) information to which the party has access, other than information referred to in paragraph (a) that has any actual or potential commercial value to the other party;
 - (iii) information relating to the other party's internal management, personnel, policies, strategies, practices and; and
 - (iv) information in the party's possession relating to the other party's clients or suppliers; and
- (c) is designated in writing by Landgate as confidential.

Consultant means any person (including employees of that person) that is engaged by the Licensee and whose use of the Location Information Product or Value Added Product must be in accordance with the Approved Purpose.

Date of Agreement means the date specified in **Item 1**, or if blank, the date that the last party signed the Agreement.

Direct Marketing means any activity which makes it possible to offer goods or services or to transmit other messages to a third party aimed at informing or soliciting a response from the third party, as well as any service ancillary to the same.

End User means the Licensee's customers, members or subscribers who must agree to and be bound by the terms and conditions of an End User Contract for all Value Added Product(s) as specified in **clause 3**.

End User Contract means the minimum standard of agreement or the terms and conditions that must exist between the Licensee and every End User as described in **clause 3.2**.

Fees and Charges means those specified at **Schedule 2**.

Force Majeure Event means an event that is caused by an act or event beyond the reasonable control of the party (other than an obligation to pay money when it falls due) and that was not reasonably foreseeable at the time this Agreement was entered into, including:

- (a) any natural disaster including lightning strikes, earthquakes, floods, storms, explosions and fires;
- (b) national emergencies, acts of war, acts of public enemies, sabotage and revolution; and
- (c) prohibitive governmental legislation, industrial disputes and strikes.

Government Policy means any declaration, legislation, statute, policy, code, regulation, guideline, standard, official communication, lawful direction, order, demand or other requirement from Landgate or a government body.

GST means goods and services tax payable under the GST Act.

GST Act means The New Tax System (Goods and Services Tax) Act 1999 (Cth).

Information Suppression Notice means a written notice given to the Licensee by Landgate following an application made to Landgate by a person for suppression of specified information about that person, from all Landgate name indices, for reasons of personal safety and security.

Intellectual Property Rights means all rights in and to the Location Information Product including copyright, trade mark, business or trading name, domain name, design, patent, know-how and all other rights resulting from intellectual activity in the

industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights.

Location Information Product means Landgate's collection or compilation of information as specified in column 2 of **Item 6**, that is:

- (a) in the Format specified in **Item 7**;
- (b) having the Metadata specified in **Item 8**; and
- (c) as updated from time to time,

provided that if the Location Information Product is accessed by SLIP it means the geographically restricted portion of the collection or compilation of information as specified in column 3 of **Item 6**.

Related Body/Bodies includes but is not limited to the Licensee's Related Body Corporate, Subsidiary and Holding Company, as each term is defined in section 9 of the *Corporations Act 2001*.

SLIP means Shared Land Information Platform.

Special Conditions means the additional conditions specified in **Schedule 3** which take precedence over any other term of this Agreement, including any other Schedule in the event of inconsistency.

SPUR assessment criteria means the requirements that the Licensee must meet to Landgate's satisfaction before being appointed as a SPUR start-up VAR and includes any application or response made to Landgate's invitation.

Sub-VAR means an entity that has entered into a contract or arrangement with the Licensee to use the Licensee's Value Added Products beyond that of an End User, including for:

- (a) on-supplying or distributing the Value Added Product or derivatives of, to End Users; and/or
- (b) further value adding or developing new Value Added Products for End Users.

Term means the duration of this Agreement specified or calculated in **Item 5**.

Termination Date means the earliest of:

- (a) the date or latest date specified in **Item 5**; and
- (b) if the Agreement is terminated earlier, that date.

Value Added Product means any service or product that is derived, made from or incorporated from the Location Information Product, including:

- (a) any data output, compilation, creation, development, service or assistance, which incorporates a Location Information Product, in whole or in part; or
- (b) the development of a product, application or software solution that enhances, adds value, adds to, manipulates, personalises, interprets or filters a Location Information Product, or parts thereof,

provided Landgate has approved its creation in this Agreement, with any other Value Added Product created a breach of this Agreement.

SCHEDULE 1 – General Details

Item 1 Date of Agreement (Landgate to complete)

Item 2 Details of Parties

Details	Landgate	Licensee
Entity:	Western Australian Land Information Authority, a body corporate established by the <i>Land Information Authority Act 2006</i> and trading as Landgate	
ABN/ACN:	86 574 793 858	
Contact:		
Contact Phone:		
Contact Mobile:		
Contact Email:	peter.markham@landgate.wa.gov.au	
Address for service of Notices:	1 Midland Square, Midland, Western Australia 6056	
Email for service of Notices	licensing@landgate.wa.gov.au	
Web:	www.landgate.wa.gov.au	
Technical Support:		

Item 3 Agreement Number

Item 4 Commencement Date

Item 5 Term and Expiration Date

One (1) year terminating on

Item 6 Location Information Products Restricted Portions and Update Frequency

Number	Location Information Product	Restricted Portion	Update Frequency
eg: 1 of 3	eg: Topographic Dataset	eg: Metro Area only	eg: Quarterly

The Fees and Charges for the above Location Information Products are set out in **Schedule 2**.

Item 7 Format

Item 8 Metadata

Item 9 Register

- (a) **Quarterly Register:** The Licensee must provide the following to Landgate via licensing@landgate.wa.gov.au every quarter, and not less than 30 days after the expiry of each quarter:
- (i) update on the progress, development and commercialisation of the Value Added Product;
 - (ii) financial status and quarterly revenue figures obtained from sales of the Value Added Product;
 - (iii) only where reasonably possible, the number of End Users, industry segment or name and company/business name for all End Users who access or receive the Value Added Product; and
 - (iv) any other reasonable attribute nominated by Landgate.
- (b) **Ongoing Register:** The register must contain the following information for all Consultants who are granted access to the Location Information Products:
- (i) name and company/business name;
 - (ii) date of access/contract commencement date and expiry; and
 - (iii) any other reasonable attribute nominated by Landgate.

Item 10 Insurance

- (a) \$10,000,000 product and public liability.
- (b) \$5,000,000 professional indemnity.

Item 11 Approved Purpose

- 11.1 The Licensee must only use the Location Information Product for:
- (a) Consultant Use as specified in **Item 11.2**; and
 - (b) Value Added Reseller Use as specified below in **Item 11.3**.
- 11.2 **Consultant Use** is use where the Licensee engages a Consultant for a specific project requiring use of the Location Information Product and entitles the Licensee to disclose the Location Information Product to the Consultant, provided the Consultant:
- (a) only uses the Location Information Product for the Licensee's approved purpose as specified in this **Item 11**;
 - (b) receives no benefit from use of the Location Information Product except the fee paid by the Licensee;
 - (c) is otherwise bound by the applicable terms and conditions of this Agreement (including deleting and removing all the Location Information Product from its systems on the finalisation or termination of the consultancy); and

- (d) if required by Landgate, enters into a Consultant's confidentiality deed in the form prescribed by Landgate.

11.3 **Value Added Reseller Use** is use of the Location Information Product for the lawful development, testing and creation of the following specified Value Added Product only, to be provided to End Users only, who must agree to and be bound by the terms and conditions of an End User Contract, and for no other purpose:

Value Added Product	Description	Customer/Industry Segment
<i>eg: Online application that measures the density & load of forests.</i>	<i>eg: Website application that utilises topographic datasets, interprets via algorithms and provides a measurement of the density and thickness of forest areas, including potential carbon capture offset.</i>	<i>eg: Forest industry customers, including mining companies interested in carbon capture offsets.</i>

SCHEDULE 2 – Fees and Charges

1 Definitions

The following words and expressions are capitalised in this Schedule and have meanings assigned to them as shown below, except where the context implies otherwise:

Product Revenue means the total revenue received from the approved Value Added Product during or on completion of the Term, including any ancillary income generated from the Value Added Product such as related advertising revenue.

Royalty Charge means the royalty payments as calculated in accordance with the below table at **clause 2.2** in this **Schedule**.

Financial Statement means the published or audited statement of profit and loss and other comprehensive income of the Licensee for the most recently completed financial year, including identification of the Annual Product Revenue if possible. Financial Statements must be prepared in accordance with Australian accounting standards and meet Landgate's requirements as notified to the Licensee from time to time.

Management Statement means a profit and loss statement certified and signed by the Licensees Director(s) and/or Chief Financial Officer verifying the Annual Product Revenue received by the Licensee during the period specified in the statement and as prepared in accordance with Australian accounting standards, and any requirements Landgate may have, as notified to the Licensee from time to time.

2 Fees and Charges

2.1 The Licensee must pay:

- (a) the SPUR service charge of \$500.00 (ex GST) on commencement of the Agreement; and
- (b) the Royalty Charge if the Licensee's Product Revenue received exceeds \$250,000 during or on completion of the Term.

2.2 Should the Licensee be required to pay the Royalty Charge the Licensee must pay the Royalty Cap (Tier 5) or the amount calculated in accordance with the following table (Tiers 1 – 4), based on the Product Revenue and number of Location Information Products selected:

Royalty Charge –Product Revenue (ex GST)				
Royalty Tier	Product Revenue	one product	two products	three products
1	0 - \$499,999	10.00%	15.00%	17.50%
2	\$500,000 - \$1,499,999	\$50,000 + 8.50%*	\$75,000 + 13.00%*	\$87,500 + 15.00%*
3	\$1,500,000 - \$2,999,999	\$135,000 + 7.50%*	\$205,000 + 11.00%*	\$237,500 + 13.00%*
4	\$3,000,000 and over	\$247,500 + 6.75%*	\$370,000 + 10.00%*	\$432,500 + 11.80%*
5	Royalty Cap	\$454,545	\$698,182	\$788,182

* The percentage rate applies to the portion of revenue earned in the relevant tier, eg with \$600,000 revenue, the royalty payment from the use of one product would be a royalty of \$50,000 + (\$100,000 x 8.50% = \$8,500). Total royalty payment of \$58,500.

3 Royalty Charge

- 3.1 At the end of the Term, with time being of the essence, and not more than 30 days after the end of the Term, the Licensee must provide Landgate with detail of the total Product Revenue received for the Term. This detail must be as identified in a Financial Statement for the Term or a Management Statement or Statements, for any period of the Term not otherwise covered by a Financial Statement.
- 3.2 In the event that Landgate requires further information or evidence from the Licensee for the calculation of the Royalty Charge, this must be provided by the Licensee within the time specified by Landgate, with time being of the essence. Landgate may also require that the information be confirmed and signed by the Licensee's Chief Financial Officer (or equivalent).
- 3.3 If the Licensee fails to provide the information as specified above resulting in a delay in the calculation of the Royalty Charge and consequently payment, the Licensee will pay interest on the Royalty Charge, at the rate specified in **clause 4.3**, calculated from the date the information was due to the date the relevant Royalty Charge instalment is paid.
- 3.4 If the Licensee's Product Revenue exceeds \$250,000 (ex GST), Landgate will calculate the Royalty Charge in accordance with **clause 2** of this **Schedule** and invoice the Licensee in arrears at the end of the Term.
- 3.5 Should the Licensee exceed the \$250,000 (ex GST) threshold amount during the Term, as notified by the Licensee or as identified from Register provided, Landgate reserves the right to charge and collect the Royalty Charge during the Term, including in arrears on a quarterly basis or any other basis agreed between the parties.
- 3.6 Invoices must be paid within 30 days of the date of invoice or as otherwise indicated on the invoice.

4 Amendment to number of Location Information Products

- 4.1 If the Licensee elects to increase or decrease the number of Location Information Products selected during the Term, and should the Licensee's ' Product Revenue exceed \$250,000 (ex GST), the fees and charges will be prorated from the date determined at Landgate's absolute discretion.
- 4.2 If Landgate offers further Location Information Products and the Licensee accepts, Landgate reserves the right to vary the fees and charges applicable, should the Licensee's Revenue exceed \$250,000 (ex GST).

SCHEDULE 3 - Special Conditions

Note: Schedule 3 is only applicable to Licensees who will be accessing SLIP data.

1 SLIP Specific Conditions:

1.1 Definitions

The following words and expressions are capitalised in this Schedule and have meanings assigned to them as shown below, except where the context implies otherwise:

Data Custodian means an entity that provides its data on SLIP and includes Landgate, WA State Government bodies and commercial entities

Public Data means the data that a Data Custodian has agreed to publish on SLIP for free access, as searchable at <http://slip.landgate.wa.gov.au>

1.2 Access to the Location Information Product

If the Licensee has access to a Location Information Product through SLIP, the Licensee is solely responsible for ensuring that access to the Location Information Product is only provided to current and authorised employees or Consultants. All access rights and logons to the Location Information Product must be immediately revoked where an employee or Consultant ceases to be engaged by the Licensee.

1.3 Licensee Acknowledgement

The Licensee acknowledges and agrees that although the Licensee may have access to a larger collection or compilation of information (**Information**) when accessing a Location Information Product through SLIP the Licensee is only authorised under this Licence to use the Location Information Product for the Approved Purpose. The Licensee is prohibited from using or otherwise dealing in any way with the Information other than the Location Information Product. Landgate may terminate this Licence immediately by written notice to the Licensee if the Licensee breaches this provision.

1.4 Access to SLIP

Access to SLIP is via the internet and the parties expressly acknowledge that:

- (a) the internet is a network of private and public networks;
- (b) the internet is not a secure environment;
- (c) the parties have no control over the internet; and
- (d) none of the parties will be liable for damages related to the performance or discontinuation of operation of any portion of the internet or possible internet regulation that may restrict or prohibit the operation of SLIP and provision of the Location Information Product.

1.5 SLIP Service Provision

The SLIP service is underpinned by third party software providers and may be improved or amended from time to time. Landgate and any third party software provider of SLIP is not liable for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that the Licensee or its customers may incur as a result of any unforeseen downtime or maintenance of SLIP.

1.6 Landgate's suspension and termination rights

Notwithstanding anything else contained in this Agreement, Landgate may at any time suspend or terminate this Agreement or the Licensee's access to SLIP immediately if:

- (a) any operational matters or issues arise, including but not limited to any limitations or issues with the SLIP software, SLIP software provider, platform, storage capacity within SLIP, any SLIP usage limitations or any reasonable access concerns of Landgate or a Data Custodian;
- (b) any agreement between Landgate and the SLIP software provider requires Landgate to cease using the SLIP software for any reason or the terms of any relevant provider agreement are no longer acceptable to Landgate; and

- (c) Landgate ceases to operate or manage SLIP, provided that if the Licensee is not in breach of this Agreement, and Landgate elects to terminate this Agreement, Landgate will refund any pre-paid fees on a pro rata basis.

1.7 Public Data

The Licensee acknowledges that:

- (a) Public Data may be bundled, packaged or combined with the Location Information Product;
- (b) Landgate does not charge fees for the Public Data;
- (c) the Public Data is licensed by the relevant Data Custodian and it is the Licensee's sole responsibility to be aware of, review and comply with any licence that each Data Custodian has applied to their Public Data;
- (d) it will comply with all requirements and restrictions that Data Custodians may impose in relation to their Public Data, at the time of, or subsequent to the Agreement;
- (e) Landgate does not make any representation or warranty as to the continued supply, availability or accuracy of any Public Data or that it is fit for purpose;
- (f) it bears all the risk, should any Data Custodian, other than Landgate, remove its Public Data from SLIP;
- (g) the provision of the Location Information Product may be subject to, and dependent on, adequate delivery of Public Data by a Data Custodian and Landgate's liability is reduced to the extent that loss or damage of any kind is caused, or contributed to, by a Data Custodian; and
- (h) it will comply with the licence terms and conditions of the Data Custodian as applied to each Public Data layer, as searchable at <http://slip.landgate.wa.gov.au>.

2 SLIP Specific Support Conditions

Subject to the Licensee's payment of all fees and charges and its compliance with this Agreement, the SLIP support that Landgate agrees to provide is specified as follows, subject to change as required and notified by Landgate:

General Support

What	Summary	Description
Access	24/7	The Licensee is provided with 24/7 access to SLIP and selected Location Information Products, subject to unforeseen downtime or maintenance that Landgate will endeavour to rectify in accordance with this Agreement.
Users	UNLIMITED	The Licensee is entitled to UNLIMITED addition or removal of users accessing the selected Location Information Products in accordance with the Approved Purpose of this Agreement.
Upgrades & Updates	UNLIMITED	The Licensee is entitled to UNLIMITED upgrades of the underlying SLIP system as updated or upgraded by Landgate from time to time.

Data Refresh	UNLIMITED	The Licensee is entitled to UNLIMITED data refresh of the data layers contained in the selected Location Information Products, subject to update and provision by the relevant SLIP Custodian, excluding any data management activities undertaken by Landgate on behalf of the Licensee.
---------------------	-----------	--

Support Contact & Process

What	Summary	Description
Support Contact	Contact - Customer Service	For support requests only the Licensee's specified Support Contact(s) as specified in Item 2 can make a request by contacting Landgate on: <ul style="list-style-type: none"> • Contact: Customer Service • Phone: (08) 9273 7341 • Email: customerservice@landgate.wa.gov.au
Support Process	Response - within two (2) business days	On contact from the Licensee, Landgate will endeavour to respond within two (2) business days with information on how the support request can be addressed. Should the support request fall outside the scope of Landgate support services, Landgate will advise the Licensee and provide a quote and/or timeline for resolution of the request.
Support Services	Assist where possible	For all support requests, Landgate will endeavour to assist where possible and work with the Licensee on resolution of any request.

SIGNING PAGE

Landgate's Execution

Signed for and on behalf of the Western)
Australian Land Information Authority)
in accordance with authorisation under)
section 87 of the Land Information)
Authority Act 2006 in the presence of:)

Signature

Signature of Witness

Name of Witness (print)

Date: / /

Licensee's Execution

Executed by(ABN.....) in accordance with
section 127 of the Corporations Act 2001:

Signature of Director

Signature of Director / Company Secretary

Name of Director (print)

Name (print)

Date: / /

Date: / /

OR

Executed by(ABN.....) in accordance with
section 127 of the Corporations Act 2001:

Signature of Sole Director/Sole Secretary

Name of Sole Director/Sole Secretary (print)

Date: / /

OR

Signed on behalf of the Licensee)
who confirms that they have the)
authority to sign and in the presence of:)

Signature of authorised person

Name & position of Authorised person
(print)

Signature of Witness

Name of Witness (print)

SAMPLE