

Shared Location Information Platform (SLIP) Subscription Licence

Principal Terms
General Terms and Conditions

Agreement number: SLIP

Between
Western Australian Land Information Authority (Landgate)

And
(Licensee)



Locate



Value



Secure



Enable

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Principal terms

Item 1 Date of Agreement [Landgate to complete]

Item 2 Details of Parties

Details	Landgate	Licensee
Legal Entity Name	Western Australian Land Information Authority, a body corporate established by the <i>Land Information Authority Act 2006</i> and trading as Landgate	
ABN	86 574 793 858	
Licence Contact Person		
Street Address for Service of Notices	1 Midland Square, Midland, Western Australia 6056	
Telephone	(08) 9273 0778	
Mobile		
Email Address	licensing@landgate.wa.gov.au	
Web Address	www.landgate.wa.gov.au	
Support	(08) 9273 7683 customerexperience@landgate.wa.gov.au	

Item 3 Term (clause 4.1) 3 years

Commencement date

Termination date

Item 4 Further term (clause 25)

XX periods each for a term of XX years

Item 5 Territory (clause 4.1)

Item 6 Approved purpose

NON-COMMERCIAL VERSION

6.1 The Licensee may only use the Location Information Product for the following Non-Commercial purposes:

(a) Internal Business Use

- (b) Consultant Use
- (c) Limited External Use (as defined below)

6.2 **Limited External Use** means provision of the Location Information Product, or part thereof beyond the Licensee's business for the following view-only purposes of:

- (a) promoting the location of the Licensee's business (e.g. using the Location Information Product to demonstrate the location of the business or professional services offered);
- (b) reporting on the Licensee's business (e.g. incorporation of the Location Information Product into the Licensee's annual reports);
- (c) including part of the Location Information Product as part of the Licensee's professionally licensed service offering (e.g. professionally licensed real estate agent including in a brochure for prospective property buyers); and
- (d) displaying the Location Information Product on the Licensee's external facing website and providing a customised print functionality, subject to:
 - (i) historical versions of the Location Information Product not being displayed;
 - (ii) the relevant part of the external facing website visibly displaying the word 'Landgate' with an embedded link to: www.landgate.wa.gov.au;
 - (iii) in addition to the copyright disclaimer required by clause 8.5, when the Location Information Product is displayed the Landgate logo must be visible on the relevant display where reasonably possible (e.g. in the right hand corner of the application/map); and
 - (iv) the Licensee ensuring that the end user is bound by a disclaimer equivalent to:

"Western Australian Land Information Authority ('Landgate') information contained on this website is for personal and non-commercial use and is to be used as a guide only. Use for commercial advantage or monetary compensation is strictly prohibited.

Landgate takes no responsibility as to the reliability, currency or accuracy of Landgate data contained on this website or any output derived from that data. Landgate source data can be purchased directly from Landgate if required."

6.3 The Limited External Use rights specified in Item 6.2 are subject to the Licensee complying with the following conditions:

- (a) the Location Information Product can only be externalised if permitted and in accordance with any Externalisation Restrictions specified in Item 7;
- (b) the Location Information Product must be geographically confined to the Licensee's Local Government area or a single project area no larger than 100,000 square meters unless otherwise approved by Landgate;
- (c) the Licensee must not sell, provide or include the Location Information Product or part thereof as a product or part of a product offering;
- (d) the Licensee must not make the Location Information Product available in a form that is capable of being copied, downloaded, reproduced, edited or

extracted by any third party except for any approved customised print functionality;

- (e) a third party may only use the Location Information Product for Non-Commercial purposes limited to its personal use and the internal administration and operation of its business, and does not entitle the third party to make the Location Information Product available, or to provide the Location Information Product or any part thereof, to another third party;

OR

COMMERCIAL VERSION

- 6.1 The Licensee may only use the Location Information Product for its:
 - (a) Internal Business Use
 - (b) Consultant Use
 - (c) Limited External Use (as defined below).
- 6.2 **Limited External Use** means provision of the Location Information Product, or part thereof beyond the Licensee's business for the following view-only purposes:
 - (a) promoting the location of the Licensee's business (e.g. using the Location Information Product to demonstrate the location of the business or professional services offered);
 - (b) reporting on the Licensee's business (e.g. incorporation of the Location Information Product into the Licensee's annual reports); and
 - (c) including part of the Location Information Product as part of the Licensee's professionally licensed service offering (e.g. professionally licensed real estate agent including in a brochure for prospective property buyers).
- 6.3 The Limited External Use rights specified in Item 6.2 are subject to the Licensee complying with the following conditions:
 - (a) the Location Information Product can only be externalised if permitted and in accordance with any Externalisation Restrictions specified in Item 7;
 - (b) the Location Information Product must be geographically confined to a single project area no larger than 100,000 square meters unless otherwise approved by Landgate;
 - (c) the Licensee must not sell, provide or include the Location Information Product or part thereof as a product or part of a product offering;
 - (d) the Licensee must not make the Location Information Product available in a form that is capable of being copied, downloaded, reproduced, edited or extracted by any third party; and
 - (e) use by any third party must be limited to their personal and Non-Commercial use.

Item 7 Location Information Products, externalisation restrictions and annual charges (clause 6)

The Licensee is entitled to use the public data under these terms and conditions provided the Licensee has subscribed to the corresponding Location Information Product (eg. Cadastre Public data may be used if subscribed to Cadastre Subscription data).

By externalising the Location Information Product if approved as per below, you agree to only display the most current version of the dataset refreshed every quarter or as approved by Landgate.

The Licensee has subscribed to the following Location Information Products as available via SLIP. Landgate reserves the right to amend the following information as required:

Location Information Product	Subscribed	Annual Charge - Small	Annual Charge - Medium	Annual Charge - Large	Annual Charge - Corporate	Externalisation Restrictions
Service Charge						
Subscription Service Charge [STATE/LOCAL]					N/A	N/A
Datasets						
Administrative Boundaries						No restrictions
Cadastre						[COMMERCIAL] Boundary measurements and lot area must not be displayed. [NON-COMMERCIAL] Boundary measurements and lot area can be displayed.
Crown Reserves						No restrictions
Geodetic	Y	N/A	N/A	N/A	N/A	No restrictions
Imagery - Perth Metro (2012 on - Resolution 15cm)						[Non-commercial] No restrictions It is the responsibility of the Licensee to

(2011 - 10cm resolution)						manage the respective zoom capabilities for each capture. [Commercial] Maximum zoom to 1:750
Imagery - WA Now (Multi resolution 7-50cm)						[Non-commercial] No restrictions It is the responsibility of the Licensee to manage the respective zoom capabilities for each capture. [Commercial] Maximum zoom to 1:750
Imagery - WA Regional (Multi resolution 7-50cm)						[Non-commercial] No restrictions It is the responsibility of the Licensee to manage the respective zoom capabilities for each capture. [Commercial] Maximum zoom to 1:750
Imagery – WA Imagery Bundle (Perth Metro, WA Regional, WA Now)						[Non-commercial] No restrictions It is the responsibility of the Licensee to manage the respective zoom capabilities for each capture. [Commercial] Maximum zoom to 1:750
Points of Interest	Y	N/A	N/A	N/A	N/A	No restrictions

Property Street Address						No restrictions
Road Centreline						No restrictions
Tenure De-identified						Must not be externalised
Topographic – All scales (Small, Medium and Large)						No restrictions
Residential Property Attributes						Must not be externalised
Subscription Packages						
Non-Commercial LandInfo WA	Y	N/A	N/A	N/A		Must not be externalised
Topographic Basemap (Street Map only)	Y					No restrictions
PLUS (if subscribed to Topographic Data already) Topographic Basemap (Street Map and topographic Data)						No restrictions
Totals						
Licence Management Fee		\$	\$	\$	\$	
Sub-Total		\$	\$	\$	\$	
GST		\$	\$	\$	\$	
TOTAL		\$	\$	\$	\$	

Item 8 SLIP Access (clause 9.1)

- (a) Access Location Information Product through SLIP by searching:
<https://data.wa.gov.au/slip>
- (b) Access Subscription Packages through SLIP by searching:
<https://data.wa.gov.au>

Item 9 Format (clause 10.1)

Identify the format of the Location Information Product by searching:
<https://data.wa.gov.au>

Item 10 Metadata (clause 10.1)

Confirm the data layer details of the metadata of the Location Information Product by searching: <https://data.wa.gov.au>

Item 11 Update frequency (clause 10.1)

Confirm the update frequency of the Location Information Product in the data layer details by searching: <https://data.wa.gov.au>. Includes date of last update.

Item 12 Copyright notice (clause 8.5)

“© 20__ Western Australian Land Information Authority”

“Location information data licensed from Western Australian Land Information Authority (WALIA) trading as Landgate. Copyright in the location information data remains with WALIA. WALIA does not warrant the accuracy or completeness of the location information data or its suitability for any particular purpose.”

Item 13 CPI review date (clause 7)

Annually on 1 July.

Item 14 Register (clause 13)

The Register must contain the following information for all Consultants who are granted access to or receive Location Information Products:

- (a) name, registered business name and company name (as applicable);
- (b) contract commencement date and expiry;
- (c) date of access
- (d) Location Information Product accessed; and
- (e) any other reasonable information requested by Landgate.

Item 15 Insurance (clause 14)

(a) Workers compensation insurance:

Workers compensation insurance in accordance with the provisions of and for an amount required under any statute relating to workers or accident compensation in any Australian state or territory or other jurisdiction where the Licensee’s employees or workers normally reside or where the respective contracts of employment were made and if permitted at law:

- (i) employer’s liability at common law; and

- (ii) indemnify the principal for any claims and liability that may arise under the applicable legislation.

(b) Public and products liability:

Public and products liability insurance covering the legal liability of the Licensee and its Consultants arising out of the products and services provided by the Licensee under this Agreement for an amount of:

- (i) not less than \$10 million for any one occurrence;
- (ii) unlimited in the number of occurrences happening in the period of insurance for public liability; and
- (iii) limited in the annual aggregate to \$10 million for products liability.

(c) Professional indemnity:

Professional indemnity insurance covering the legal liability of the Licensee and its Consultants under this Agreement arising out of any act, negligence, error or omission made or done by or on behalf of the Licensee and its Consultants in connection with this Agreement for a sum of \$5 million for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.

Professional indemnity insurance must include:

- (i) fraud and dishonesty;
- (ii) defamation;
- (iii) infringement of intellectual property rights;
- (iv) loss of or damage to documents and data;
- (v) breach of Australian Consumer Law;
- (vi) the vicarious liability of Landgate arising out of the Licensee's professional services; and
- (vii) the vicarious liability of the Licensee arising out of duties of all persons engaged by the Licensee in connection with this Agreement.

Item 16 SLIP support (clause 9.2)

What	Summary	Description
	24/7	The Licensee is provided with 24/7 access to SLIP and the subscribed Location Information Products, subject to scheduled outages for maintenance or enhancements or unforeseen downtime that Landgate will endeavour to rectify in accordance with this Agreement.
SLIP Availability	99.5% availability target	Landgate has a target service availability of 99.5% on Business Days between 7:00 and 17:00 AWST (calculated monthly). Occasional outages for maintenance and enhancements are scheduled and will be communicated via https://status.data.wa.gov.au/# .

		In the event of an unscheduled outage, restoration of services is within 4 business hours for major outages and within 8 business hours for partial outages. In the event of a major unscheduled outage, users will be advised via https://status.data.wa.gov.au/# during normal business hours (between 8:30 and 17:00 AWST) and Landgate will provide regular updates as soon as information is available. To subscribe to notifications, please visit https://status.data.wa.gov.au/#
SLIP Users	Unlimited	The Licensee is entitled to unlimited addition or removal of SLIP users accessing their subscribed Location Information Products in accordance with the Approved Purpose of this Agreement.
SLIP Upgrades and Updates	Regular basis	Landgate updates and upgrades the underlying SLIP system on a regular basis and the Licensee will benefit from these upgrades.
SLIP Data Refresh	When updated and provided	Landgate will refresh subscribed Location Information Products as and when the Location Information Products are updated and provided by Landgate or any other Data Custodians if applicable.
SLIP Support	Contact – Customer Experience Team	For support requests only, contact Landgate Customer Experience Team on: • Phone: (08) 9273 7683 • Email: customerexperience@landgate.wa.gov.au
SLIP Support Process	Response – as per Customer Service Charter	On contact from the Licensee, Landgate will endeavour to respond within technical support hours for incidents as detailed in Landgate's Customer Service Charter: https://www.landgate.wa.gov.au/siteassets/documents/about-us/contact-us/customer-service-charter-external.pdf 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.
SLIP Availability Response	8:30 - 17:00 AWST business days	Standard hours for response to a service availability failure notification are between 8:30 and 17:00 AWST on business days.

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.
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Item 17 Special conditions (clause 12.1(l))

SAMPLE

Execution page

The Parties agree to and accept the terms of this Agreement, which includes the terms set out in the General Terms and Conditions by signing below.

Signed for and on behalf of Western Australian)
Land Information Authority in accordance with)
authorisation under Section 87 of the *Land*) Signature of authorised person
Information Authority Act 2006 in the presence of:)

Name and position of authorised

person

Signature of witness

Name of witness (print)

LICENSEE'S EXECUTION

Executed by
in accordance with section 127 of the *Corporations Act 2001*:

Signature of Director

Signature of Director/Company Secretary

Name of Director

Name of Director/Company Secretary

OR

Executed by _____ in _____
accordance with section 127 of the *Corporations Act 2001*:

Signature of sole Director

Name of sole Director/sole Company
Secretary

OR

Signed by

in the presence of:

)

Signature of witness

Name of witness (print)

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 and position of authorised person (print)

Signature of witness

Name of witness (print)

Date / /

General terms and conditions

This Agreement is made on the date shown in Item 1, between the Parties specified in Item 2.

1 Background

- 1.1 Landgate owns or holds the Intellectual Property Rights in the Location Information Products.
- 1.2 The Licensee wishes to license the Location Information Products for the Approved Purpose.
- 1.3 Landgate has agreed to license the Location Information Products to the Licensee on the following terms.

2 Definitions

In this Agreement except where the context otherwise indicates:

Accounts means books of accounts and records that record all revenue received by the Licensee in connection with this Agreement.

Agreement means this document and includes these General Terms and Conditions and the Principal Terms, and any schedule, annexure or other document incorporated by reference into this document.

Approved purpose means the purpose specified in Item 6.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Australian Prudential Regulation Authority means the statutory authority of the Australian Government and the prudential regulator of the Australian financial services industry.

Business continuity plan means a developed and implemented plan or procedure (including, without limitation, a disaster recovery plan or procedure) to minimise service disruption arising from the occurrence of any event which may materially disrupt or adversely affect the continuity of a business.

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

Business hours means 9:00 am to 5:00 pm on a Business Day.

Charges means the charges specified in Item 7, as may be reviewed and amended pursuant to clause 7.

Commencement date means the date this Agreement takes effect, as specified in Item 3.

Commercial means to be used for commercial advantage or monetary compensation.

Commonwealth means the Commonwealth of Australia.

Confidential information means information that:

- (a) is by its nature 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, and including any such information in the Party's power, possession or control concerning or belonging to any third party;
- (b) is designated in writing by Landgate as confidential; and
- (c) the Licensee knows or reasonably ought to know is confidential and includes:
 - (i) information comprised in or relating to any Intellectual Property Rights of Landgate or the State of Western Australia;
 - (ii) Landgate information to which the Licensee has access other than information referred to in paragraph (i) that has actual or potential commercial value to Landgate;
 - (iii) information relating to internal management, computing operations, personnel, policies, strategies, practices and procedures of Landgate, the Government of the State of Western Australia or the Western Australian Public Sector;
 - (iv) information in the Licensee's possession relating to Landgate's customers, clients or suppliers; and
 - (v) any information shared between the Parties, pursuant to this Agreement, including the terms of this Agreement.

Consultant means any person (including employees of that person) who is externally hired by the Licensee and whose access to or use of the Location Information Products must be in accordance with the Consultant Use.

Consultant use means the use of the Location Information Products by a Consultant for a specific project for the Licensee provided that the Consultant:

- (a) only uses the Location Information Products for the Licensee's Approved Purpose;
- (b) receives no benefit from the use of the Location Information Products except the fee paid by the Licensee; and
- (c) observes and complies with the terms and conditions of this Agreement (including deleting and removing all of the Location Information Products from its Systems on the finalisation or termination of the consultancy agreement or arrangement between the Licensee and the Consultant).

Corporations Act means the *Corporations Act 2001* (Cth).

CPI means the Consumer Price Index as advised by the State Department of Treasury and published in the most recent State Budget Paper Number 3, Key Budget Assumptions table Perth Consumer Price Index growth (%), or if the basis on which it is determined is substantially altered, then such basis as Landgate may reasonably determine to be as near to the Consumer Price Index previously referred to as is reasonably possible.

CPI review date means the annual date on which the Charges made under this Agreement may be reviewed, as specified in Item 13.

Data custodian means an entity that provides its data on SLIP and includes Landgate, Western Australian State Government bodies and commercial entities.

Date of agreement means the date specified in Item 1.

Direct marketing means any activity, as determined by Landgate at its sole discretion, 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.

Externalisation restrictions means any restrictions imposed by this Agreement on the specified Location Information Product as specified in Item 7.

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 revolutions; and
- (c) prohibitive governmental legislation, industrial disputes and strikes.

Further term means any period(s) specified in Item 4 and includes any period of extension granted by Landgate under clause 25.1.

General terms and conditions means that part of this Agreement entitled "General Terms and Conditions".

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 (excluding the Licensee).

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

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

Holding over period means the period during which the Parties continue the operation of this Agreement, despite no formal renewal or extension of this Agreement, in accordance with clause 25.

Imagery display charge means the charge specified in Item 7 for displaying historical aerial imagery, if permitted under this Agreement.

Implied term means any implied term, condition, warranty, right or obligation.

Information suppression notice means a 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 Names Indexes, for reasons of personal safety and security.

Intellectual property rights means all rights in and to any copyright, trademark, 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.

Internal business use means the use of the Location Information Product solely for the personal and/or internal administration and operation of the Licensee's business. It does not entitle the Licensee to make available or to provide the Location Information Product, or any part of the Location Information Product, to a third party, except a Consultant for Consultant Use.

Item means the item referred to in the Principal Terms.

Landgate means the Party specified in Item 2.

Licensee means the Party specified in Item 2.

Limited external use means the use specified in Item 6.

Location information product means a collection or compilation of information as specified in Item 7 that is available in the format specified in Item 9, and in the Metadata specified in Item 10.

Metadata means the specification of the Location Information Product which may consist of a number of elements describing the content, quality, currency, collection methods, accuracy of source data sets, processing history, archival procedures, projection specifications, scale, data dictionary and integration and analysis techniques.

Names index means a list or repository of names contained in the Location Information Product or derived wholly or partly from any information contained in the Location Information Product that enables a search of proprietary information about a person.

Non-commercial means not to be used for commercial advantage or monetary compensation.

Notice means a written note (or email) given and effective in accordance with clause 30.

Other law means any act, statute, rule or regulation (other than Division 1 of Part 3-2 of the Australian Consumer Law and regulations made in relation to the Australian Consumer Law).

Parties means the parties specified in Item 2.

Principal terms means that part of this Agreement entitled "Principal Terms".

Privacy Legislation means any applicable privacy legislation including the *Privacy Act 1988* (Cth), the *Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth) and the *Privacy and Responsible Information Sharing Act 2024* (WA).

Public data means the data Landgate publishes on SLIP for free public access for personal and Non-Commercial use but requires Landgate's approval for Commercial use, as searchable at <https://data.wa.gov.au>.

Publicity means publicity statements or any other form of advertisement, promotion or media release.

Qualitative criteria means the requirements that the Licensee must meet to Landgate's satisfaction before being appointed as a licensee and includes any requirements detailed in an application form or documentation Landgate publishes on its website.

Register means the record kept by the Licensee specifying when any Location Information Product has been accessed, transferred, supplied or licensed and must contain the details specified in Item 14 and any further details requested by Landgate in accordance with clause 13.1.

Restricted data means the data that Landgate publishes on SLIP but that remains closed to view or use until Landgate approves access, as searchable at <https://data.wa.gov.au>.

Schedule means a schedule to this Agreement.

SLIP means Shared Location Information Platform which is the Western Australian government's spatial data sharing platform and supports the State's Whole of Government Open Data Policy published by the Department of the Premier and Cabinet.

Software means the computer program, code, algorithm (if any) incorporated into or provided with the Location Information Product, which is necessary to use the Location Information Product in accordance with this Agreement.

Special conditions means the conditions of this agreement set out in Item 17.

Standard and poor's means Standard and Poor's Financial Services LLC.

State means the State of Western Australia.

Subscription package means a predetermined collection of Landgate SLIP subscription layers that delivers a consolidated contextual view of the data contained within the layers which may or may not include Public Data layers.

Systems means any combination of but not limited to hardware, software, software applications, networks and portals used to conduct business.

Term means the duration of this Agreement specified in Item 3, unless terminated earlier or extended in accordance with this Agreement.

Termination date means:

- (a) the date specified in Item 3 or if this Agreement is terminated earlier the date of termination, or
 - (b) if the Parties enter into a Further Term and/or Holding Over Period the latest date of such term,
- whichever is the later.

Territory means the territory specified in Item 5.

3 Interpretation

3.1 In this Agreement, unless the contrary intention appears:

- (a) clause numbers refer to those in the General Terms and Conditions;
- (b) words in the singular include the plural and vice versa and words denoting a gender include all other genders;
- (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, annexure, 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, corporation, unincorporated body, body corporate, government or statutory body or any other authority or association (incorporated or unincorporated);
 - (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 of power, and
 - (ix) time is to Western Standard Time, Perth, Western Australia.

4 Grant of licence

- 4.1 Landgate grants the Licensee a non-exclusive, non-transferable licence to use the Location Information Products for the Approved Purpose throughout the Territory and during the Term in accordance with this Agreement.
- 4.2 The Principal Terms and the General Terms and Conditions are incorporated into and form part of this licence.

5 Approved purpose

- 5.1 The Licensee must only use the Location Information Products for the Approved Purpose.
- 5.2 The Licensee must not publish, share or provide the Location Information Product to any third party unless permitted under this Agreement or by Landgate in writing.
- 5.3 The Licensee must ensure that the Licensee's employees, agents, contractors or Consultants who have access to the Location Information Products use the Location Information Products only for an Approved Purpose.
- 5.4 If the Licensee is in any doubt as to whether a proposed use of the Location Information Product is permitted, the Licensee must contact Landgate to discuss the proposed use.

6 Charges and GST

- 6.1 The Licensee must pay Landgate the Charges specified in Item 7 which are subject to review in accordance with clause 7.
- 6.2 If payment to Landgate of any Charges is overdue the Licensee must pay to Landgate interest on any overdue amount at a rate equal to 5% above the applicable cash rate as published from time to time by the Reserve Bank of Australia, calculated on a daily and cumulative basis from the payment due date until the date of payment in full.
- 6.3 All taxes, duties and charges arising out of or incidental to this Agreement will be the responsibility of and payable by the Licensee.
- 6.4 All payments to be made by the Licensee are calculated without regard to GST, unless otherwise stated. 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.
- 6.5 Where GST is payable, Landgate will provide to the Licensee, if required by the Licensee, a tax invoice in the format and form required by the GST Act.
- 6.6 This clause survives termination of this Agreement.

7 Review of charges

- 7.1 Landgate may review and vary any Charges at any time to ensure compliance with its statutory, contractual and any other obligations, including its pricing framework. If any variation occurs, Landgate will endeavour to provide 60 days' notice to the Licensee and any variation will apply to subsequent payment instalments.
- 7.2 If Charges have not been increased in the previous 12 months in accordance with clause 7.1 the Charges will be reviewed and increased annually on the relevant CPI Review Date. The new Charges will:
 - (a) be increased by the State Department of Treasury's recommended CPI rate, or as otherwise determined by Landgate (acting reasonably) as part of its annual review of Charges generally;
 - (b) not be less than the Charges payable immediately prior to the relevant CPI Review Date; and
 - (c) be notified to the Licensee and Landgate will endeavour to provide 14 days' notice to the Licensee.

8 Intellectual property rights

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

- 8.2 Ownership of all Intellectual Property Rights over or in respect of Location Information Products will at all times remain with Landgate unless otherwise identified (e.g. third party computer program copyright owner).
- 8.3 Landgate retains the right to license, distribute, market, sell and provide the Location Information Product to any other person on such terms and conditions as Landgate deems fit.
- 8.4 The Licensee must immediately report to Landgate any known or suspected infringement of Landgate's Intellectual Property Rights over or in respect of the Location Information Product.
- 8.5 The Licensee must ensure that Landgate's Location Information Products, however altered, reformatted or redisplayed in accordance with this Agreement, displays the copyright notice specified in Item 12 and, complies with any instructions specified in Item 6 and Item 12.

9 Access and support

- 9.1 Landgate will provide the Licensee with access to:
 - (a) Location Information Products through SLIP as specified in Item 8(a); and
 - (b) Subscription Packages through SLIP as specified in Item 8 (b), unless otherwise notified.
- 9.2 Landgate agrees to provide the SLIP support specified in Item 16 which is subject to change as required by Landgate from time to time. The Parties acknowledge that a variation pursuant to this clause, does not constitute a variation of the Agreement pursuant to clause 31.1.
- 9.3 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) the Parties will not 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.
- 9.4 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 downtime or maintenance of SLIP.
- 9.5 The Licensee acknowledges that Landgate may appoint contractors to assist Landgate in the development, maintenance and improvement of its IT systems including the system that supports SLIP. The Licensee agrees that Landgate may disclose to the relevant contractors the terms of this Agreement and any other information (including notices received from the Licensee) reasonably necessary for the contractor to provide the services required by Landgate. The Licensee acknowledges and agrees that such disclosure will not constitute a breach of clause 20.

10 Alterations, amendments and updates

- 10.1 Landgate reserves the right to alter, amend and update the nature, content and Externalisation Restrictions of the Location Information Product from time to time and will endeavour to notify the Licensee prior to any alteration, amendment or change to the Externalisation Restrictions specified in Item 7, the frequency of updates specified in item 11, the formats specified in Item 9 or the Metadata specified in Item 10.
- 10.2 As soon as any alteration, amendment or update is made to the Location Information Product such alteration, amendment or update forms part of the Location Information Product.
- 10.3 The Parties agree and acknowledge that a variation pursuant to this clause, does not constitute a variation of the Agreement pursuant to clause 31.1.

11 Acknowledgment of data limitations

- 11.1 The Licensee acknowledges and agrees that:
- (a) it uses the Location Information Product at its own risk;
 - (b) 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;
 - (c) the quality or value of the Location Information Product may be subject to matters outside Landgate's control, including a limited capture timeframe, prevailing weather conditions or imagery resolution depending upon the capture device and methodology;
 - (d) 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; and
 - (e) it has exercised its independent judgment in acquiring or using the Location Information Product and has not relied on any representation made by Landgate that is not expressly stated in this Agreement or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by Landgate.
- 11.2 The Licensee further acknowledges and agrees 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 (independently from Landgate);
 - (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) 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 as soon as it is altered or amended; and
 - (d) 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 or purpose.

11.3 Landgate does not represent or warrant to the Licensee that:

- (a) the Location Information Product is accurate, complete, up-to-date, error free or virus free;
- (b) the supply of the Location Information Product will be uninterrupted;
- (c) the Location Information Product will provide any function not designated in any Location Information Product definition;
- (d) it can guarantee the continued provision of the Location Information Product which may be dependent on the consent and co-operation of third parties; and
- (e) the Location Information Product will be capable of being processed on any equipment or System of the Licensee.

12 Licensee's obligations

12.1 The Licensee must:

- (a) comply with all warranties and representations made by the Licensee in respect of the Qualitative Criteria;
- (b) at its own cost, comply with all 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 including Privacy Legislation;
- (c) not itself, or permit any other person to distribute, sell, transmit, license, hire, let, trade or expose for sale any Location Information Product, or part thereof, unless expressly authorised in writing by Landgate or in accordance with this Agreement;
- (d) not copy, reproduce, commercialise, translate, adapt, vary, modify, decompile, disassemble or create derivatives of part or all of the Location Information Product, unless expressly authorised in writing by Landgate or in accordance with this Agreement;
- (e) ensure that no alteration is made to the integrity or accuracy of any Location Information Product;
- (f) use its best endeavours to ensure that none of its employees, Consultants or clients cause the Licensee to breach this Agreement;
- (g) comply with all State and Commonwealth laws relevant to this Agreement;
- (h) ensure that any notices relating to Intellectual Property Rights appearing in or on the Location Information Product or literature relating to them (including notices specified in Item 6 and Item 12) are not altered or removed;
- (i) 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;
- (j) use any supplied Software only in conjunction with the Location Information Product for the Approved Purpose;
- (k) not avoid or undermine the Charges and must pay to Landgate the Charges and any other monies payable by the Licensee without deduction or set-off;
- (l) comply with the terms of this Agreement including any Special Conditions specified in Item 17;
- (m) act ethically and in good faith at all times towards Landgate and provide assistance and cooperation as practicable, on request by Landgate (acting reasonably);

- (n) not demean, defame or otherwise denigrate Landgate in connection with this Agreement;
- (o) not make Location Information Products available to a Consultant unless the Consultant agrees to observe and comply with the terms and conditions of this Agreement, including deleting and removing all of the Location Information Products from its Systems on the finalisation or termination of the consultancy agreement or arrangement between the Licensee and the Consultant; and
- (p) notify Landgate in writing within 14 days:
 - (i) if any details approved by Landgate or the Licensee's details in Item 2 change;
 - (ii) 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;
 - (iii) of and provide all information in its possession or under its control in respect of any known or suspected infringement of Landgate's Intellectual Property Rights or any breach of this Agreement, including if caused by an employee, contractor, or Consultant of the Licensee;
 - (iv) of any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, charges and expenses which may be brought, claimed or threatened against the Licensee or Landgate in respect of or relating to this Agreement or any Location Information Product;
 - (v) of any errors detected in the Location Information Product; and
 - (vi) of any proposed change in the Licensee's corporate structure, control or ownership, or of a material change to the management that may impact on the Charges or the Licensee's obligations under this Agreement.

13 Register

13.1 The Licensee must:

- (a) keep a Register from the Commencement Date and for a 7 year period after termination of this Agreement;
- (b) provide the Register to Landgate for inspection and audit by Landgate within 7 days from receipt of a Notice from Landgate to this effect, during the Term and for a 7 year period after the Termination Date; and
- (c) vary the details captured as part of the Register within 30 days from receipt of a Notice from Landgate to this effect, if reasonably required by Landgate and provided the details requested are reasonably available.

14 Insurance

14.1 The Licensee must effect and maintain, at its sole expense, valid and enforceable insurances on terms acceptable to Landgate with:

- (a) an Australian Prudential Regulatory Authority approved insurer; or
- (b) an overseas insurer with a Standard and Poor's, or any other internationally recognised financial rating agency, with a credit rating of at least A minus (A-); or

- (c) an insurer established under the law of either the Commonwealth or a state or territory of Australia.
- 14.2 The insurances must be for the Term and cover:
- (a) statutory workers compensation insurance specified in Item 15(a);
 - (b) public and products liability insurance for the minimum amount specified in Item 15(b);
 - (c) professional indemnity insurance for the minimum amount specified in Item 15(c) which must be maintained for a period of at least 7 years after termination or expiration of this Agreement (or alternatively 7 year run-off cover obtained by the Licensee); and
 - (d) any other insurance (for example, cyber security) reasonably required by Landgate.
- 14.3 The Licensee may disclose this Agreement to its insurer for the purposes of taking out and maintaining the insurances required under this Agreement. Landgate acknowledges and agrees that such disclosure will not constitute a breach of clause 20.
- 14.4 On request by Landgate, the Licensee must promptly provide Landgate with copies of the certificates of currency of the insurance specified in clause 14.2 and, if requested, a copy of each annual renewal of the Licensee's certificate of currency, on receipt from its insurer.
- 14.5 Any insurance policy must be in a form that does not allow the insurer to exercise rights of subrogation against Landgate.
- 14.6 The Licensee must notify Landgate immediately of any cancellation or non-renewal of any insurance policies in connection with this Agreement.
- 14.7 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 from receipt of a Notice from Landgate to this effect.
- 14.8 Nothing in this clause 14 limits the Licensee's other liabilities under this Agreement or restricts the Licensee from effecting or maintaining any additional insurance or insuring for sums or risks greater than those required under this Agreement.

15 Audit and inspection

- 15.1 Landgate, or any person authorised by Landgate, may:
- (a) at any time monitor the Licensee's use of the Location Information Products without notice to the Licensee;
 - (b) require the Licensee to provide reasonable information or assistance within 7 days from the date of a Notice given to the Licensee by Landgate, to determine the Licensee's compliance with this Agreement; and
 - (c) subject to Landgate providing the Licensee with 14 days' Notice audit the Licensee for the sole purpose of examining the Licensee's compliance with this Agreement (including security and financial records) in accordance with Australian auditing or other relevant standards, including by entering the Licensee's premises during Business Hours and inspecting any records and

accounts (and making copies of the same), facilities and Systems that store, record or use the Location Information Product in order to verify compliance with this Agreement.

- 15.2 If an audit or inspection reveals the Licensee, or any use of the Location Information 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 Charges that should have been paid and interest on such Charges as if an overdue payment in accordance with clause 6.2.
- 15.3 If an audit determines that the amount payable to Landgate exceeds the amount actually paid by the Licensee during the period in question by an amount in excess of 5% or more, then the Licensee must also pay the costs and expenses of the audit.

16 Security and storage

16.1 The Licensee must:

- (a) effect and maintain appropriate levels of security (including firewall, anti-virus and anti-malware) and take all reasonable steps that a prudent licensee in a similar situation would take to prevent misuse, unauthorised access, unauthorised alterations, unauthorised downloading, damage and interference to the Location Information Product and Licensee's Systems;
- (b) undertake sufficient maintenance of its computers and Systems including any necessary improvements, to ensure that its level of services and security is compliant with this Agreement;
- (c) enter, process and store any Location Information Product in a secure environment in Australia protected from external breach and in a manner that protects its value and prevents it from being accessed, altered or released without permission;
- (d) 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;
- (e) ensure that its employees and Consultants are made aware of and agree to comply with the security obligations contained in this Agreement, before providing them with access to any Location Information Product;
- (f) ensure that access to the Location Information Product is only provided to current and authorised employees or Consultants on a "need to use" basis and that all access rights and logons to the Location Information Product are immediately revoked when an employee or Consultant ceases to be employed or engaged by the Licensee;
- (g) manage access to any Location Information Products by granting, revoking and routinely auditing access accounts;
- (h) immediately notify Landgate of any activity that may or does breach the security measures set out in this Agreement; and
- (i) permit Landgate, at Landgate's request, to periodically test security of its Systems to ensure compliance with this clause to Landgate's reasonable satisfaction.

17 Business continuity

- 17.1 Landgate may develop and implement a Business Continuity Plan coordinating the responsibilities of the Licensee and Landgate.
- 17.2 The Licensee must provide any reasonable assistance requested by Landgate in relation to Landgate's Business Continuity Plan in connection with the Licensee's obligations under this Agreement.

18 Privacy and data breaches

- 18.1 In respect of the Location Information Product, the Licensee agrees to:
 - (a) comply with the requirements of any Privacy Legislation particularly in relation to its handling of personal information and any notifiable information breaches, as defined in the *Privacy and Responsible Information Sharing Act 2024 (WA)* whether or not the Licensee is required by law to comply with the Privacy Legislation;
 - (b) comply with any reasonable direction relating to privacy and data breaches given by Landgate, including those relating to Landgate's own privacy policies and procedures and, containing, mitigating and remedying a breach or incident; and
 - (c) not do anything which if done by Landgate would be a breach of the Privacy Legislation.
- 18.2 Landgate will not be responsible for any actions, claims, costs, proceedings, suits or demands whatsoever arising out of any breach of the Privacy Legislation by the Licensee, its Consultants or any other person in relation to any Location Information Product obtained under this Agreement.
- 18.3 The Licensee must not use any Location Information Product for the purpose of Direct Marketing; nor release the Location Information Product to any third party where that party proposes to use the Location Information Product for the purpose of Direct Marketing, or the Licensee suspects that this may occur.
- 18.4 The Licensee must immediately notify Landgate as soon as it becomes aware of any privacy or data breach or any incident that may give rise to a notifiable information breach or cause serious harm to an individual and, provide details of any action undertaken or to be undertaken to contain, mitigate and remedy the breach or incident.
- 18.5 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 contravention of the Privacy Legislation including promptly:
 - (a) conducting an investigation as requested by Landgate;
 - (b) providing a report of the outcome of the investigation to Landgate; and
 - (c) containing, mitigating and remedying the breach or incident.
- 18.6 This clause will survive termination of this Agreement.

19 Publicity

- 19.1 The Licensee agrees to only release Publicity that specifically refers to Landgate or Location Information Products if such Publicity has been approved in writing (not to be unreasonably withheld) by Landgate prior to its release. The Licensee must provide the Publicity to Landgate at least 2 Business Days prior to its intended release.
- 19.2 The Licensee must advise Landgate of any media report being published in relation to Landgate or Location Information Products at least 2 Business Days prior to such publication.
- 19.3 The Licensee must not permit commercial filming or recording in connection with Landgate, without Landgate's prior written approval.

20 Confidentiality

- 20.1 The Parties must not disclose Confidential Information except as permitted by this Agreement.
- 20.2 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.
- 20.3 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, government agency or any other regulatory body;
 - (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; or
 - (e) was in the receiving Party's possession prior to disclosure to it by the other Party.
- 20.4 This clause will survive termination of this Agreement.

21 Suppression of information

- 21.1 Landgate may at any time give the Licensee an Information Suppression Notice.
- 21.2 An Information Suppression Notice must be in writing and advise of the information that must be suppressed.
- 21.3 If the Licensee is able to search the Licensee's Systems by a person's name, the Licensee must from the time of receipt of an Information Suppression Notice, delete the information that must be suppressed from all Names Indexes in the Licensee's possession or under its control, including any stored for backup or archival purposes except where the Licensee is required to disclose Names Indexes

stored for backup or archival purposes in order to comply with legislative requirements under the *Mining Act 1978* (WA).

- 21.4 The Licensee must from the time of receipt of an Information Suppression Notice, take all reasonable steps to ensure that Consultants do not have access to any Names Indexes containing information that must be suppressed pursuant to an Information Suppression Notice.
- 21.5 Landgate acknowledges that the Licensee's Systems may not immediately update Names Indexes following a manual input of changes. The Licensee must use its best efforts to ensure that information is suppressed in its Systems as soon as possible and no later than 3 Business Days from receipt of an Information Suppression Notice.
- 21.6 The Licensee must provide Landgate with a Notice certifying that clauses 21.3 and 21.4 have been complied with, within 5 Business Days from receipt of an Information Suppression Notice.
- 21.7 The Licensee must ensure that the Licensee and its employees do not use or disclose the information that must be suppressed except where the Licensee is required to use or disclose it in order to comply with legislative requirements under the *Mining Act 1978* (WA).

22 Australian Consumer Law

- 22.1 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.
- 22.2 Pursuant to section 64A of the Australian Consumer Law, this clause 22.2 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.
- 22.3 This clause 22.3 applies where any Other Law implies in this Agreement any 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 22.2(a) or 22.2(b).

22.4 This clause will survive termination of this Agreement.

23 Limitation of liability

23.1 To the fullest extent permitted by law and this Agreement, Landgate will not be liable to the Licensee or any other person for any loss or damage (including loss of profits, business, revenue or data), arising from or in connection with this Agreement, whether in contract, tort, negligence or otherwise, including from the use of, reliance on, or any error with the Location Information Product.

23.2 The limitations and exclusions in clause 23.1 do not apply to any loss, damage or claim arising from or in connection with:

- (a) any breach of this Agreement by Landgate; and
- (b) any fraudulent, negligent or unlawful act or omission by Landgate.

23.3 If Landgate is liable to the Licensee, 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 first 12 months of this Agreement except in the event of any fraudulent or unlawful act or omission committed by Landgate.

23.4 This clause will survive termination of this Agreement.

24 Release and indemnity

24.1 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, except to the extent such loss is caused by Landgate's negligence, fraud, unlawful act or omission, or breach of this Agreement.

24.2 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 and any legal costs, charges and expenses, arising from:

- (a) the Licensee's or any third party's use or reliance on the Location Information Product to 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, Consultants or Licensee's end users arising in relation to this Agreement;
- (c) any breach of this Agreement by the Licensee or 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; and
 - (f) any unauthorised use of Landgate's Systems or the Location Information Products,
- except to the extent such loss is caused by Landgate's negligence, fraud, unlawful act or omission, or breach of this Agreement.

24.3 This clause will survive termination of this Agreement.

25 Further term and holding over period

25.1 The Licensee may seek to extend this Agreement for the term set out in Item 4, by Notice to Landgate at least 1 month prior to the expiration of the Term, provided:

- (a) the Licensee is not in breach of any terms and conditions of this Agreement;
- (b) Landgate, in its absolute discretion, agrees to that request; and
- (c) the Licensee delivers any signed documentation required by Landgate before the expiration of the Term.

25.2 If Landgate consents to the Further Term, the renewed agreement:

- (a) commences on the day after the expiration of the Term;
- (b) will include any increase in Charges, in accordance with this Agreement; and
- (c) is otherwise on the same terms and conditions of this Agreement, except for any periods of extension granted by Landgate under this clause.

25.3 Subject to Landgate's written consent, if:

- (a) the Agreement is not formally renewed or extended at the expiry of the Term for the Further Term or otherwise; and
- (b) the Licensee is not in arrears and continues to pay any Charges required under this Agreement,

this Agreement will continue in operation in all respects after the expiration of the Term, on the same terms except that during the Holding Over Period:

- (i) Charges will be payable annually in advance and will be refunded on a pro-rata basis on termination, subject to the Licensee having complied with all of the terms of this Agreement;
- (ii) Charges will be increased in accordance with clause 7; and
- (iii) either Party may terminate this Agreement at any time by providing not less than 30 days' Notice to the other Party (unless termination is permitted with lesser or no Notice under clause 26).

25.4 If this Agreement is not renewed or extended for a Further Term or Holding Over Period, this Agreement will cease at the expiration of the Term or sooner if terminated earlier.

26 Default and termination

26.1 Landgate may, in its absolute discretion, immediately without notice suspend its obligations to the Licensee or terminate this Agreement immediately by 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 (if capable of remedy) within 14 days of receiving Notice of the default from Landgate requesting that the breach be remedied;
- (b) the Licensee fails to follow, meet or comply with any warranties and representations made in respect of the Qualitative Criteria;
- (c) the Licensee's corporate structure, management, control or ownership changes;
- (d) the Licensee is wound up, becomes insolvent or has a liquidator, provisional liquidator, administrator, receiver, manager or receiver and manager appointed;
- (e) the Licensee fails to comply with clauses 5, 16, 18, 20 or 21;
- (f) the Licensee commits a fraudulent act against Landgate;
- (g) the Licensee has been guilty of misrepresentation in its dealings with Landgate;
- (h) the Licensee ceases or threatens to cease conducting its business in the normal manner;
- (i) the Licensee provides or uses the Location Information Product in a manner that avoids or undermines this Agreement generally;
- (j) 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 31.3;
- (k) 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; or
- (l) Landgate is unable for any reason to continue providing the Location Information Product, given that supply may be dependent upon the cooperation of third parties.

26.2 Landgate may, in the event of any default by the Licensee, in addition to any other remedy provided in this Agreement or at law:

- (a) immediately without notice suspend part or all of the Licensee's access to the Location Information Product until such time as the Licensee remedies the default;
- (b) charge the Licensee interest on any overdue amounts in accordance with clause 6.2;
- (c) 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
- (d) perform on behalf of the Licensee any obligations that the Licensee should have done or is required to do under this Agreement.

26.3 To the extent that Landgate is required to perform the Licensee's obligations or recover any outstanding amounts, the Licensee agrees:

- (a) within 7 days of receiving an invoice from Landgate, to pay Landgate the full amount of such invoice without set-off or deduction for Landgate's costs and efforts; and
- (b) Landgate may immediately take action to recover any amount due to it as a liquidated debt.

26.4 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 by Notice to the Licensee if:

- (a) any operational matters or issues arise, including 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; or
- (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 Charges on a pro rata basis.

26.5 The Licensee may terminate this Agreement immediately by Notice to Landgate if:

- (a) Landgate commits a material breach of this Agreement and does not remedy the breach (if capable of remedy) within 14 days of receiving a Notice from the Licensee requesting that the breach be remedied; or
- (b) Landgate:
 - (i) ceases or takes steps to cease conduct of its business in the normal manner; or
 - (ii) is wound up, becomes insolvent or has a liquidator, provisional liquidator, administrator, receiver, manager or receiver and manager appointed.

27 Obligations when agreement ends

- 27.1 Termination or expiration of this Agreement will not affect any accrued rights or liabilities of either Party including rights to injunctive relief or any liability to account for profits from any breach of this Agreement.
- 27.2 On the termination or expiration of this Agreement, the Licensee must immediately:
 - (a) pay Landgate all Charges that are owing;
 - (b) cease to use all Location Information 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) maintain the security and confidentiality of all of Landgate's Confidential Information; and
 - (f) co-operate with Landgate in every other respect, as it may reasonably require, to minimise any loss, damage or inconvenience to Landgate and its customers resulting from the expiration or termination of this Agreement.
- 27.3 The Licensee may continue to keep one secure copy of the Location Information Product for archiving, statutory and indemnity purposes if notified to Landgate, but may not further use or distribute any Location Information Product.
- 27.4 The Licensee must provide Landgate with a Notice, within 14 days of the Termination Date certifying that clauses 27.2(b), 27.2(c) and 27.2(d) have been complied with.

- 27.5 The Licensee must permit Landgate or any person authorised by Landgate to inspect and audit the Licensee for compliance with this clause and this Agreement.
- 27.6 This clause will survive termination of this Agreement.

28 Force majeure

- 28.1 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 that Party notifies the other Party as soon as it believes a Force Majeure Event has occurred.
- 28.2 If a failure or delay in performance due to a Force Majeure Event exceeds 60 days and renders performance of this Agreement impossible, either Party may terminate this Agreement by Notice to the other Party.
- 28.3 If this Agreement is terminated due to a Force Majeure Event, the obligations in clause 27 remain as applicable in the circumstances of the Force Majeure Event.

29 Dispute resolution

- 29.1 Before resorting to external dispute resolution mechanisms, the Parties agree to comply with the dispute resolution process set out in this clause.
- 29.2 Either Party may give the other Party a Notice of a dispute in relation to this Agreement. The Notice must set out the nature of the dispute, the proposed claim and resolution of the dispute.
- 29.3 On receipt of the Notice referred to in clause 29.2, the Parties must attempt to settle by negotiation in good faith the dispute and where practicable, each Party will refer the matter to personnel who have authority to intervene and direct some form of resolution.
- 29.4 If the Parties are unable to resolve the dispute within 10 Business Days from receipt of the Notice of dispute, either Party may refer the dispute for mediation. The mediation will be conducted by a single mediator who is to be appointed by agreement between the Parties within 10 Business Days from either Party referring the dispute for mediation, or failing which by the President of the Law Society of Western Australia on request by either Party.
- 29.5 The mediation process will be as follows:
- (a) the mediation is to be held in Perth; unless the Parties otherwise agree in writing to attend using online/virtual technology;
 - (b) the mediation is to be attended by the Parties without representation by legal practitioners unless the Parties otherwise agree in writing;
 - (c) the mediator will determine the process for mediation; and
 - (d) the costs of the mediation will be shared equally by the Parties.
- 29.6 If the dispute remains unresolved after mediation or within 60 days of the date of the Notice referred to in clause 29.2, whichever is the later, either Party may then have recourse to the courts.

30 Notices

30.1 Any Notice given under this Agreement must:

- (a) be in writing and signed by the sender or 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 email server and appears in the recipient's inbox.

31 Variation

- 31.1 Subject to this clause, this Agreement may only be varied by agreement in writing signed by both Parties.
- 31.2 The Licensee acknowledges that this Agreement is subject to Government Policy and Landgate has the right to unilaterally vary this Agreement by 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.
- 31.3 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.
- 31.4 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 or it is not possible for the Licensee to implement the changes required as provided under clause 31.3, the Licensee has the right to terminate this Agreement by Notice to Landgate.

32 Assignment

- 32.1 Other than as expressly provided for in this Agreement, the Licensee must not assign, transfer, novate, sub-license 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.
- 32.2 If the Licensee is an entity (other than a public company as defined in the Corporations Act), the Licensee is deemed to have assigned this Agreement if:
 - (a) anything occurs, the effect of which transfers or 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 or any applicable legislation governing the Licensee.
- 32.3 Landgate may assign, transfer, novate, sub-license or otherwise deal with its rights, benefits or obligations under this Agreement. In order to comply with its obligations under this Agreement and this clause, Landgate may disclose the terms of this Agreement to its contractors and other third parties. The Licensee acknowledges and agrees that such disclosure will not constitute a breach of clause 20. The Licensee further acknowledges and agrees to any variations reasonably requested by Landgate if Landgate wishes to novate this Agreement.

33 General terms

- 33.1 The Licensee must do all things and sign all documents necessary to give effect to the provisions of this Agreement.
- 33.2 The Licensee irrevocably authorises Landgate to complete any blanks in the Principal Terms section of this Agreement, including the Date of Agreement and the details in Item 3, after the execution of this Agreement by the Licensee and the Licensee acknowledges and agrees that the completion of any blanks by Landgate does not constitute a variation of this Agreement under clause 31.1.
- 33.3 If there is any inconsistency in this Agreement, the Principal Terms will take precedence over any other term of this Agreement to the extent of the inconsistency.
- 33.4 This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements or representations, written or oral.
- 33.5 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.
- 33.6 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.
- 33.7 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.
- 33.8 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.
- 33.9 If any provision of this Agreement becomes invalid, illegal or unenforceable for any reason, this Agreement will remain otherwise in full force apart from such provision which will be deemed deleted or the provision will be read down to the extent reasonable to make it valid and enforceable, at Landgate's election.
- 33.10 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.
- 33.11 This Agreement may be executed and delivered in one or more counterparts, all of which together will constitute one document. This Agreement when executed by a Party may be delivered by email or other electronic means to the other Party and

such delivery of the executed Agreement will be valid and binding for all purposes without the delivery of an original signature being thereafter required.

- 33.12 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.

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