

Roxanne Thornton

From: Nicki Booth <nicki@geografia.com.au>
Sent: Friday, 11 January 2019 3:45 PM
To: Craig Edmondson
Cc: Dean Magee
Subject: Spendmapp quote and agreements
Attachments: 2019 Subscription Agreement Georges River.pdf; EULA.pdf; Spendmapp Proposal - Georges River.pdf

Hi Craig,

Dean has asked me to forward a formal quote for Spendmapp. I'm not sure if Kevin discussed our other services, but FYI I've included some information about Prime, which is the complete suite of forecasting services.

The Subscription Agreement and the End User Licence Agreement contain the obligatory details. Please take a look through and let us know if you have any questions.

If you're happy to process, please sign and return the agreements to me.

Regards and thanks,
Nicki



NICKI BOOTH (currently working Wed to Fri)

PRACTICE MANAGER

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WWW.SPENDMAPP.COM.AU

11 January 2019

Craig Edmondson
Georges River Council

By Email

Dear Craig

Spendmapp subscription and specifications

Thank you for your interest in Spendmapp. Spendmapp is unique in the world. It is the first and currently the only 'big data' app putting access to bank transaction data into the hands of local governments. It is changing how local governments make decisions about economic development, community and strategic planning.

As discussed earlier with Dean Magee, I have outlined a proposal for the Council to purchase a Spendmapp subscription. The proposal includes a description of the app, a copy of the End User License Agreement (EULA) you will need to sign for Data Republic (the data broker through which we purchase the bank data) and the Subscription Agreement that Council will have with Geografia. We provide the latter two in the interests of full disclosure. This way you are fully aware of the terms of the agreement before you make a final decision to purchase.

Fee

Spendmapp is an as-is subscription service. The subscription is for a minimum of 12 months and is payable fully in advance. In the interests of fairness and mindful of council budgets, the fee for Spendmapp is linked to the latest ERP for the council. Georges River falls within the 100,001-250,000 population range and, on this basis, the fee for Spendmapp including its optional features is:

1. **Spendmapp** \$20,000 plus GST p.a.
2. **SA2/Suburb Selector** \$3,900 plus GST p.a. (optional)
3. **Prime** \$41,400 plus GST p.a. (optional)

Service

Spendmapp is the fully featured application you are familiar with. Commencing with 15 months of historical data, the app updates every month. It provides data down to ABS Suburb or SA2 (you choose one of these at the commencement of the service), as well as LGA level. Data is aggregated into 15 spend categories and viewable by monthly or daily spend, and by business or non-business hours. There are also five expenditure types: **total local spend**, which is made up of **resident local spend** and **visitor local spend**; **resident online spend**; and **resident escape spend**.

The **SA2/Suburb Selector** is an additional feature that allows you to switch between Suburb (SSC) and SA2 for further analysis. There is an additional annual fee for this.

Prime is a service that includes the full Spendmapp subscription (including the SA2 Suburb Selector). It also has:

- Demographic and economic profiles for the LGA, suburb and SA2, visualised via a contemporary, responsive website. Details on the data to be included is provided in the Schedule attached to the Subscription Agreement.
- 20-year population forecasts by age, gender and household (LGA only). These forecasts are prepared annually by Geografia in association with Dr Tom Wilson, Australia's foremost small area forecaster. Our partnership has prepared forecasts for local governments and State government agencies all over Australia and currently prepare all of the State forecasts for NSW.
- An economic impact model. This is a traditional regional input output impact model and is accessible via a login-only page.
- Access via login-only to a Map Builder page. This will allow Council users to upload and visualise custom data sets, overlay them on the demographic and economic data and export as maps.

As with all services of this nature, Prime allows users to export data as Excel files, chart images or via automated reports.

How to subscribe

The process for signing up is:

1. The subscription agreement and EULA are signed and returned to Geografia.
2. An invoice is issued by Geografia for 12 months service. The trigger for this is usually a Purchase Order from the subscriber
3. Access to your new Spendmapp service usually commences on the first day of the month after payment is received. We can, on occasion, fast track this should you require access sooner. However, this is at our discretion.

If you have any questions regarding the technical specifications, please Dean on 03 9329 9004. Alternatively, if your questions relate to the Agreements and delivery process, please contact me on the same number.

I hope you are able to join the growing Spendmapp subscriber base. You will find it will totally change how you do business.

Yours sincerely



Nicki Booth
Practice Manager, Geografia

SUBSCRIPTION AGREEMENT

Subscription Details

Customer	Georges River Council
Subscription Products	<input type="checkbox"/> Spendmapp Suburb <input type="checkbox"/> Spendmapp SA2 <input type="checkbox"/> Spendmapp Selector (Suburb&SA2) <input type="checkbox"/> Prime
Subscription Term	12 months commencing on the Commencement Date
Commencement Date	The first day of the month after the Subscription Fee payment is received by Geografia
Automatic Renewal	<input type="checkbox"/> Tick if yes (see Clause 10)
Expiry Date	12 months after the Commencement Date
Subscription Fee (excl. GST)	\$20,000 plus GST
Customer Representative	Craig Edmondson, Place Manager
Geografia Representative	Kevin Johnson, Managing Director

General Terms and Conditions

This subscription agreement between Geografia Pty Ltd (“**Geografia**”/“**us**”/“**we**”) and the Customer (“**you**”) governs the Customer’s use of the Subscription Products (“**Agreement**”) and comprises the Subscription Details and these General Terms and Conditions.

DEFINITIONS

“**End User Licence Agreement**” means the separate end user licence agreement between the Customer and Data Republic Pty Ltd dated on or around the date of this Agreement.

“**Users**” means individuals who are authorised by you to use the Subscription Products, for whom the Subscription Products have been ordered, and who have been supplied user identifications and passwords by you (or by us at your request). Users may include but are not limited to your employees, consultants, contractors and agents, and third parties with which you transact business.

“**User Documentation**” means any training, help, how-to and explanatory materials prepared by Geografia that assist Users in using the Subscription Products, as such materials may be updated from time to time.

GENERAL TERMS

Provision of the Subscription

1. Upon the signing of this Agreement and the End User Licence Agreement, and subject to the Customer paying the Subscription Fee, the Subscription Products will be made available to the Customer and Users pursuant to this Agreement during each Subscription Term. Unless otherwise agreed by Geografia in writing, the Subscription Term will commence on the Commencement date specified in the Subscription Details.

Subscriptions

2. Unless otherwise specified in the Subscription Details: (i) Subscription Products are purchased may be accessed only in accordance with this Agreement; (ii) additional quantities and/or Subscription Products may be added during the applicable Subscription Term at the same pricing as that for the pre-existing quantities in the Subscription Details prorated as applicable for the remainder of the Subscription Term; and (iii) the added Subscription Products shall terminate on the same date as the pre-existing Subscription Products.

3. Subscriptions are User based and are supplied for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Subscription Products.

4. User Documentation, including any guides on how to use the Subscription Products and services provided in connection with the interpretation and analysis of data provided through the Subscription Products



("Other Services") is not included in the Subscription. Such User Documentation and Other Services must be ordered and paid for separately to the Subscription.

Customer Responsibilities

5. The Customer will be responsible for (i) establishing a service account and password for the Subscription Products (ii) all activity under its User accounts, associated accounts, and passwords; and (iii) Users' compliance with this Agreement and any applicable laws.
6. The Customer shall not: (i) make the Subscription Products available to anyone other than Users; (ii) sell, resell, rent, licence or lease the Subscription Products; (iii) use the Subscription Products to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iv) use the Subscription Products to store or transmit malicious code; (v) interfere with or disrupt the integrity or performance of the Subscription Products or third-party data contained therein; (vi) attempt to gain unauthorized access to the Subscription Products or their related systems or networks (vii) use the Subscription Products in any way that is against the law or harms Geografia (viii) damage, disable, overburden, or impair the Subscription Products (or the networks connected to the Subscription Products).

Fees and Payment

7. Customer agrees to pay for all Subscription Products for a minimum of the Subscription Term as set out in Subscription Details. The Subscription Products purchased cannot be decreased or cancelled during the relevant Subscription Term. The Subscription Fee for the Subscription Term is non-cancellable and the sum paid are non-refundable. The Customer must pay any goods and services, sales, value-added or other similar taxes imposed by applicable law that we must pay based on the services ordered by the Customer.
8. The Subscription Fees shall be made in advance, either annually or in accordance with any different billing frequency stated in the Subscription Details. All amounts invoiced pursuant to this Agreement are due and payable within 30 days of the date of the invoice.

Term and Termination

9. This Agreement commences on the date specified in the Subscription Details and continues until all Subscriptions granted in accordance with this Agreement have expired or been terminated.
10. Except as otherwise specified in the applicable Subscription Details, all subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term. The Subscription Fees during any such renewal term shall be the same as that during the prior term unless we have given you written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.
11. Geografia may change the Subscription Products at any time and for any reason upon written notice to the Customer. If we cancel a particular service or feature, we will make commercially reasonable efforts to replace it with a comparable service or feature, but we are not obligated to do so. We may cancel or suspend your subscription without notice, including if you violate the terms of this Agreement. If we do, your right to use the Subscription Products will immediately cease. Cancellation will not change your obligation to pay any Subscription Fees that are due. If we cancel the Subscription without cause, we will refund the unused portion of your Subscription Fees for that period on a pro-rata basis.

Availability and Support

12. Geografia will use commercially reasonable efforts to ensure the Subscription Products are made available with a monthly uptime of at least 99.5%. If Geografia becomes aware that the Subscription Products are unavailable due to the fault of Geografia, it will use its best endeavours to restore availability within 24 hours.

Intellectual Property

13. Geografia and/or its licensors retain all right, title and interest in and to the Subscription Products, including all intellectual property rights. Nothing in this Agreement transfers the ownership of any intellectual property rights subsisting in the Subscription Products and Geografia reserves all rights not expressly granted. This Agreement does not grant or imply any rights to any Geografia trademarks, trade names or logos. The Customer must not exercise any of the exclusive rights of us as owner of the intellectual property rights subsisting in the Subscription Products, except as expressly permitted by the terms of this Agreement.
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14. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Subscription Products any suggestions, enhancement requests, recommendations, or other feedback provided by the Customer, including Users, relating to the operation of the Subscription Products.

15. You acknowledge and agree that you will not challenge the validity of any intellectual property rights pursuant to this Agreement, or oppose any application by Geografia to register such intellectual property rights.

No Warranty

16. Geografia makes no warranties or guarantees about the reliability and accuracy of any data provided through the Subscription Products or any analysis or interpretation of such data by the Customer. The Customer is solely responsible for determining if the Subscription Products meet its needs.

17. Geografia provides the Subscription Products “as-is” and “as available”. The Customer bears all the risk of using it. To the maximum extent permitted by law, Geografia gives no express warranties, guarantees, or conditions. To the extent permitted by law, we exclude any implied warranties or conditions including those of acceptable quality, fitness for a particular purpose, workmanlike effort and non-infringement.

Limitation of Liability

18. The Customer agrees and acknowledges that (a) Geografia will have no liability for any incidental, special, indirect, consequential or punitive damages of any character, including, without limitation, damages for loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss, regardless of the legal theory asserted, whether based on breach of this Agreement, breach of warranty, tort (including negligence), and (b) the total liability for damages or other forms of monetary relief of Geografia for matters related to, connected with or arising out of this Agreement regardless of the cause of action, whether in contract, tort (including negligence) or breach of any statute or any other legal or equitable obligation is limited to an amount equal to the Subscription Fees paid by the Customer.

Indemnity

19. The Customer will at all times indemnify and keep indemnified Geografia and its officers, employees and agents (“those indemnified”) from and against any loss (including legal costs and expenses on a full indemnity basis) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with, or, in respect of (a) any breach of this Agreement by the Customer or its Users or (b) the Customer’s use and its Users’ use of the Subscription Products.

Jurisdiction

20. The laws of Victoria, Australia will govern all disputes arising under, out of, in connection with, or in relation to this Agreement and the transactions contemplated by it.

Agreed by:

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Name/Position/Organisation
(Customer)

Signature

Date

Name/Position/Geografia Pty Ltd	Signature	Date



Data Republic - End User Licence Agreement

Participant: means Geografia Pty Ltd

End User: means the Customer as specified in the Subscription Agreement.

Subscription Agreement: means the Subscription Agreement between the Participant and the End User on dated on or about the date of this Agreement.

Data Product: means the data products supplied by Data Republic used in the Subscription Products.

Term: means the Subscription Term specified in the Subscription Agreement.

Commencement Date: means the Commencement Date specified in the Subscription Agreement.

Permitted Purpose: mean use of the Data Product as part of the Subscription Product.

Fees: means the Subscription Fees specified in the Subscription Agreement.

Subscription Products: means the Subscription Products specified in the Subscription Agreement.

Terms and Conditions

1 Agreement and Term

- (a) This End User Licence Agreement (**EULA**) is an agreement between the Participant, (**us, we and our**) and you, the end user (**End User, you, your**).
- (b) This EULA contains the terms and conditions that govern your licence to use the Data Product.
- (c) This EULA commences on the Commencement Date and shall continue for the Term or until the date this EULA is otherwise terminated in accordance with its terms.

2 Grant of Licence to Data Product

Participant grants to you a revocable, worldwide, non-exclusive, non-transferable, non-sub licensable licence for the Term to:

- (a) use, adapt, modify, reproduce, reformat, transform and process the Data Product; and
- (b) create Derivative Materials from the Data Product,

on the terms and conditions set out in this EULA and subject at all times to any restrictions placed on the use of such Data Product as contemplated under clause 3 and the Permitted Purpose.

3 Use of Data Product

You must, with respect to your use of any Data Product:

- (a) reference Data Republic as the source of any Data Product that you receive under this EULA;
- (b) comply with the Data Republic Acceptable Use Policy];
- (c) only use Data Product for the Permitted Purpose;

- (d) only access or use Data Product in accordance with any requirements, exclusions or Special Conditions set out in this EULA ;
- (e) not reverse engineer or decompile any Data Product that uses, or include, any third party data such that you are able to access that third party data;
- (f) not take any steps, or permit others to take any steps, to seek to re-identify any individuals which are the subject of any Data Product;
- (g) not take any steps to seek to re-identify individuals using data contained within a Data Product;
- (h) not sell, sublicense, assign, transfer or otherwise commercially exploit any whole or part of a Data Product without prior written consent of Data Republic; and
- (i) not copy, record, reproduce, republish, post, broadcast, transmit or make any Data Product available to any other person or authorise or assist anyone else to do so, without prior written consent of Data Republic.

4 Compliance

Other than as expressly provided in this EULA, you must comply with all applicable Laws associated with the performance of your obligations and exercise of your rights under this EULA including the Privacy Laws. This obligation to comply with the Privacy Laws applies notwithstanding any possible operation of the small business operator exception in section 6C of that Act.

5 Intellectual Property

- (a) You acknowledge and agree that all rights, title and interests (including all Intellectual Property Rights) in and to the Data Products will at all times remain owned by Data Republic and its licensors, and nothing in this

EULA is intended to transfer such right, title or interest (including Intellectual Property Rights) to you.

6 Confidential Information

(a) You shall hold, and shall cause your Related Bodies Corporate, and your own and your Related Body Corporate's Personnel to hold, in strictest confidence any and all confidential information or data or code (including the terms of this Agreement), plans, proposals or other material of any other party related to the operation, business or financing of Data Republic and any other information, code or data not of a published or public nature concerning or utilized by such party, but excluding any information, code or data:

- (i) that is in or enters the public domain other than by reason of a breach of clause 6(a) by you; or
- (ii) that was in your possession prior to its disclosure to you,

such information, code or data subject to the exclusion above being **Confidential Information**.

- (b) You may not use Confidential Information disclosed to you under this EULA for a purpose other than as contemplated by this EULA and you must not permit or assist any person to make any unauthorised use of Data Republic's Confidential Information.
- (c) Data Products and the underlying data from which they are comprised, remain Confidential Information of Data Republic notwithstanding any transformation or analysis of that Data Product or the underlying data by Participant to create Data Products or Derivative Materials. Transformations and analyses of Data Products may also include Confidential Information of other third parties (including other DR Participants). Inclusion or incorporation of Confidential Information of any one or more parties into a product or service shall not affect the fundamental character of confidence of the respective contributor's Confidential Information. The Confidential Information as respectively contributed and included in or incorporated into a product or service must only be used by you for a purpose expressly contemplated by this EULA and disclosed by you under limited disclosure conditions that are consistent with the requirements set out in this Agreement and which seek to protect the confidentiality of that Confidential Information to the benefit of the contributor of that Confidential Information.
- (d) The conditions in clause 6 a) b) and c) do not apply when the End User, or its Related Body Corporates or their personnel are required by law to disclose Confidential Information, including but not limited to disclosures under freedom of information legislation prevailing in the jurisdictions in which the End User, or its Related Body Corporates operate or are incorporated.

7 Disclaimer

- (a) You acknowledge and agree that, to the extent permitted by Law and subject to clause 8, Participant and Data Republic:
- (i) do not represent, warrant or accept any liability in relation to the accuracy, currency, reliability or

quality of any Data Products or DR Participant Data;

- (ii) do not represent or warrant that the Data Products or DR Participant Data are free from errors or omissions, or that they are exhaustive; and
 - (iii) disclaim all other warranties, representations or endorsements, express or implied, with regard to the Data Products and DR Participant Data, including all implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- (b) You acknowledge and agree that changes in circumstances after the Commencement Date may impact the accuracy and reliability of the Data Products or DR Participant Data.

8 Representations and Warranties

- (a) You represent and warrant that:
- (i) you have full power, authority and legal capacity to enter into this EULA and perform your obligations under this EULA;
 - (ii) execution and performance of this EULA will not result in a breach of any terms or conditions of any instrument or agreement to which it you are a party; and
 - (iii) you shall obtain and maintain all Consents applicable or necessary in order to perform your obligations under this EULA.

9 Indemnities

You shall defend, hold harmless and indemnify the Participant and its Related Bodies Corporate and Personnel from and against any Loss suffered or incurred by Participant arising out of or in connection with:

- (a) your use of, or reliance on, any Data Product; and
- (b) your breach of this EULA.

10 Suspension & Termination

- (a) Participant may terminate or suspend this EULA and/or any licence to you to use a Data Product with immediate effect by giving written notice to you at any time if you:
- (i) breach any warranty or any other provision of this EULA which is incapable of being remedied, or where the breach is capable of being remedied, you fail to remedy the breach within 14 days after receiving written notice requiring you to do so;
 - (ii) breach any of clauses 3, 4 or 6 of this EULA;
 - (iii) become subject to an Insolvency Event;
 - (iv) fail to comply with any Laws (including Privacy Laws and Competition Laws) which are applicable to the Data Product and/or this EULA; or
 - (v) you undergo a change of Control without Participant's prior written consent. For the purposes of this clause 10(a)(v), **Control** has the meaning given in the Corporations Act 2001.

- (b) Participant may terminate or suspend this EULA and/or any licence to you to use a Data Product with immediate effect by giving written notice to you at any time if the agreement between Participant and Data Republic relating to the Data Product is terminated or suspended for any reason whatsoever.
- (c) You acknowledge that Data Republic may suspend the performance of its Agreement with Participant without liability if:
 - (i) Participant is in breach of the terms of any Agreement it has with Data Republic in respect of the Data Product;
 - (ii) Data Republic discovers that Personal Information is included in the Data Product;
 - (iii) Data Republic believes that Participant's use of the Data Republic Platform causes an actual or potential contravention of the Data Security Protocols located at [paper here:https://www.datapublic.com/assets/security_white_paper.pdf](https://www.datapublic.com/assets/security_white_paper.pdf) or is having, or is reasonably likely to have, an adverse material impact on Data Republic's ability to provide products and services (including Data Products) to Participant or other users;
 - (iv) Participant fails to comply with the Acceptable Use Policy;
 - (v) Data Republic's use of or access to the Data Republic Platform is suspended or terminated by the hosting service provider responsible for hosting the Data Republic Platform; or
 - (vi) Participant fails to comply with any Privacy Law, Competition Law or any other applicable Laws in relation to Data Products.
- (d) From the date of termination of this EULA Participant will immediately cease the further provision of any data or data updates in any Data Product made available to you under this EULA.

10.2 Survival

- (a) Termination of this EULA does not affect any accrued rights or remedies of either party.
- (b) Without limiting any other provision of this EULA, clauses 6 (Confidential Information), 7 (Disclaimer), 9 (Indemnities), this clause 10.2 (Survival), and any other clauses which should by their nature survive termination of this EULA, survive termination or expiration of this EULA for any reason.

10.3 Assignment and subcontracting

- (a) You must not assign, change, subcontract, create a security interest over, encumber or otherwise deal with any of your rights or obligations under this EULA without the prior written consent of Participant.
- (b) Participant's consent to any sub-contracting, assignment or contracting out will not relieve you of your obligations to Participant under this EULA and you will be fully responsible to Participant for the acts or omissions of

your sub-contractors, contractors, assigns and all their employees, as if they were your acts and omissions.

10.4 Governing law and jurisdiction

This EULA and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of New South Wales and of the Commonwealth of Australia applying there. In relation to such matters each party irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

11 Definitions

Acceptable Use Policy means the policy governing the use of DR Participant Products by Participant and other Users located at: <https://www.datapublic.com/acceptable-use/> as amended from time to time at the sole discretion of Data Republic.

Competition Law means the *Competition and Consumer Act 2010* (Cth).

DR Participant means a participant on the Data Republic Platform.

DR Participant Data means data contributed to the Data Republic Databases by a DR Participant.

Data Republic means the Data Republic Pty Ltd (ACN 602 442 044) and its Related Bodies Corporate.

Data Republic Databases means the databases or data storage environments created and maintained by or on behalf of Data Republic and/or any of its Related Bodies Corporate for the purposes of holding and analysing DC Data and creating and providing to Users the DR Participant Products.

Data Republic Platform means the system and application stack upon and within which the Data Republic Databases are hosted and the DR Participant Products are created.

Insolvency Event means where:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- (e) any composition or arrangement is made with any one or more classes of its creditors;
- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- (g) a party enters into liquidation whether compulsorily or voluntarily; or

(h) any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means:

- (a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (i) registered and unregistered copyright;
 - (ii) inventions (including patents, innovation patents and utility models);
 - (iii) confidential information, trade secrets, technical data and know-how;
 - (iv) registered and unregistered designs;
 - (v) registered and unregistered trademarks;
 - (vi) circuit layout designs, topography rights; and
 - (vii) rights in databases;
- (b) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (d) Any renewals, extensions and revivals, applications for and the right to apply for registration of any of the above; and
- (e) any rights of action against any third party in connection with the rights included in paragraphs (a) to (d) above,

but excluding moral rights, and similar personal rights, which by law are non-assignable.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, binding regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

Loss means any loss, liability, Claim, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Privacy Laws means:

- (a) the *Privacy Act 1988* (Cth);
- (b) the *Spam Act 2003* (Cth);
- (c) the *Do Not Call Register Act 2006* (Cth);
- (d) to the extent applicable to any other Participant, Part 13 of the *Telecommunications Act 1997* (Cth);
- (e) to the extent applicable, any legislation from time to time in force in any:
 - (i) Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and/or
 - (ii) non-Australian jurisdiction (to the extent that either party is subject to the laws of that jurisdiction), affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and
- (f) any ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made

or issued by a Government Agency under an instrument identified in paragraphs (a), (b) or (c),

as amended from time to time.

Related Body Corporate has the same meaning as given in the *Corporations Act 2001* (Cth)

Executed by the End User

Authorised Person Signature

Print Name/Position

Second Authorised Person Signature

Print Name/Position

Date: